

# CONSENT

July 11, 2018  
DATE

4&FINAL  
NO.

Vinton Construction Company

April 24, 2017

October 15, 2017

\$354,004.37

Blue Rail Marina Beach  
STREE

FROM - TO

CO#1	CHANGE DATE
CO#2	\$1,960.00
CO#3	(\$88,275.70)
CO#4	\$3,303.00
CO#5	\$10,514.63
TOTAL	\$281,506.30

7-11-18

Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED

**\$25,046.21**


BOARD  
SIGNATURES

0

BOARD  
SIGNATURES

*James M. Roubal*

*[Signature]*



~~13~~  
Miky Withams  
Subnet Nurse

Date Paid

Check No.

Voucher No.

Chg.	4200-32320-582500
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Copy For \_\_\_\_\_

Council	Board	Voucher
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Category	Value
TOTALS	100

PAYMENTS	
1	100
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3	100
4	100
5	100
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AMOUNT DUE, FINAL PAYMENT

	\$265,310.20
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\$281,506.30

\$16,196.10

\$256,460.09

**\$281,506.30**

\$25,046.21

\$25,046.21

Signature \_\_\_\_\_

CITY ENGINEER

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$354,004.37  
Change Order #1: \$0.00 (Change date)  
Change Order #2: \$1,960.00 (and Change date)  
Change Order #3: (\$88,275.70)  
Change Order #4: \$3,303.00 (Added 60 days)  
Change Order #5-Final: \$10,514.63  
\$281,506.30

CONTRACT DATE: April 24, 2017  
COMPLETION DATE: October 15, 2017  
June 1, 2018  
August 2, 2018

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	QUANTITY PREVIOUS	COST WORK PREVIOUS	QUANTITY COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	COST WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE
1.	Mobilization	LS	1	\$13,000.00	1.0	\$13,000.00	1.0	100%	\$13,000.00	0.00	\$0.00
2.	Furnish & Install Beach Nourishment Sand	TON	14000	\$9.85	5,038	\$49,624.30	5,038	36%	\$49,624.30	0.00	\$0.00
3.	Furnish & Plant Dune Grass	EA	13500	\$0.55	10,000	\$5,500.00	10,000	74%	\$5,500.00	0.00	\$0.00
4.	Furnish & Install Temporary Fence	LF	1065	\$2.25	828	\$1,863.00	828	78%	\$1,863.00	0.00	\$0.00
5.	Bioretention Basin (Unclassified Excavation)	CY	1425	\$13.05	1,425	\$18,596.25	1,425	100%	\$18,596.25	0.00	\$0.00
6.	Furnish & Install Bioretention 3" Mulch	SY	855	\$6.75	0.0	\$0.00	855.0	100%	\$5,771.25	855.00	\$5,771.25
7.	Furnish & Install Bioretention 12" Clear Stone	SY	855	\$7.60	855.0	\$6,498.00	855.0	100%	\$6,498.00	0.00	\$0.00
8.	Furnish & Install Bioretention 4" Pea Stone	SY	855	\$2.76	855	\$2,359.80	855	100%	\$2,359.80	0.00	\$0.00
9.	Furnish & Install Bioretention 16" Sand	SY	855	\$12.50	855	\$10,687.50	855	100%	\$10,687.50	0.00	\$0.00
10.	Furnish & Install Bioretention 6" Bio Mix	SY	855	\$7.08	855	\$6,053.40	855	100%	\$6,053.40	0.00	\$0.00
11.	Furnish & Plant Bioretention Plants	EA	1925	\$3.10	0	\$0.00	1,925	100%	\$5,967.50	1,925.00	\$5,967.50
12.	Furnish & Install Decorative Rip Rap	TON	20	\$40.00	7	\$280.00	7	35%	\$280.00	0.00	\$0.00
13.	Geotechnical Engineer (Bioretention & Beach Nourishment)	LS	1	\$1,000.00	1.0	\$1,000.00	1.0	100%	\$1,000.00	0.00	\$0.00
14.	Grubbing (one 8 inch diameter tree)	LS	1	\$0.01	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
15.	Furnish & Install Cord Walk	LF	140	\$36.50	140	\$5,110.00	140	100%	\$5,110.00	0.00	\$0.00
16.	Remove Existing Storm Sewer	LF	15	\$11.40	57	\$649.80	57	380%	\$649.80	0.00	\$0.00
17.	Abandon Existing Storm Sewer	LF	172	\$8.00	242	\$1,936.00	242	141%	\$1,936.00	0.00	\$0.00
18.	Furnish & Install 36" Storm Sewer (Class III R.C.P.)	LF	32	\$84.75	26	\$2,373.00	26	88%	\$2,373.00	0.00	\$0.00
19.	Furnish & Install 24" Storm Sewer (Class III R.C.P.)	LF	410	\$51.80	429	\$22,222.20	429	105%	\$22,222.20	0.00	\$0.00
20.	Furnish & Install 12" Storm Sewer (PVC SDR-35)	LF	80	\$37.50	119	\$4,462.50	119	149%	\$4,462.50	0.00	\$0.00
21.	Furnish & Install 8" Storm Sewer (PVC SDR-26)	LF	35	\$31.10	24	\$746.40	24	69%	\$746.40	0.00	\$0.00
22.	Furnish & Install 6" Storm Sewer, Perforated Pipe with Sock (PVC SDR-35)	LF	380	\$10.70	393	\$4,205.10	393	103%	\$4,205.10	0.00	\$0.00
23.	Furnish & Install 12" CMP Endwall	EA	1	\$150.00	1	\$150.00	1	100%	\$150.00	0.00	\$0.00

Contractor: Vinton Construction Company

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Change Order #3: (\$88,275.70)  
Change Order #4: \$3,303.00 (Added 60 days)  
Change Order #5-Final: \$10,514.63  
\$281,506.30

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COMPLETION DATE: October 15, 2017  
— June 1, 2018  
August 2, 2018

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CO#2	Grubbing Stumps	ID	35	\$18.00	35.0	\$630.00	35.0	100%	\$630.00	0.00	\$0.00
CO#2	Remove Section of Blue Rail/place Limestone	LS	1	\$580.00	1.0	\$580.00	1.0	100%	\$580.00	0.00	\$0.00
CO#2	Erosion Mat Added to Item #42	SY	1,519	\$0.41	3,564.0	\$1,461.24	3,564.0	235%	\$1,461.24	0.00	\$0.00
CO#4	Mobilization	LS	1	\$850.00	0.0	\$0.00	1.0	100%	\$850.00	1.00	\$850.00
CO#4	Beach Nourishment Sand	TN	440	\$9.95	0.0	\$0.00	273.0	62%	\$2,716.35	273.00	\$2,716.35
SUB-TOTAL						\$265,310.20			\$281,506.30		\$16,196.10
TOTAL FOR CONTRACT WS-17-14						\$265,310.20			\$281,506.30		\$16,196.10
TOTAL PAYMENT				96.7%		\$256,460.09	100.0%		\$281,506.30	100.0%	\$25,046.21

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

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

OK. to Pay  
J.M.E.  
7/9/18

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24.	Furnish & Install 36" RCP Endwall	EA	1	\$3,217.00	1	\$3,217.00	1	100%	\$3,217.00	0.00	\$0.00
25.	Furnish & Install Non-Standard Manhole, Type 7	VF	25	\$940.00	23.93	\$22,494.20	23.93	96%	\$22,494.20	0.00	\$0.00
26.	Furnish & Install CDS Unit (Model No. 3020-6-C)	LS	1	\$29,853.00	1	\$29,853.00	1	100%	\$29,853.00	0.00	\$0.00
27.	Furnish & Install Type I, Field Inlet	EA	1	\$1,060.00	1	\$1,060.00	1	100%	\$1,060.00	0.00	\$0.00
28.	Furnish & Install Type J Casting (R-1550-2), Storm	EA	4	\$410.00	4	\$1,640.00	4	100%	\$1,640.00	0.00	\$0.00
29.	Furnish & Install Type J Casting (R-2050), Storm	EA	1	\$347.00	1	\$347.00	1	100%	\$347.00	0.00	\$0.00
30.	Removing Manhole	EA	3	\$433.00	3	\$1,299.00	3	100%	\$1,299.00	0.00	\$0.00
31.	Sawing Asphalt	LF	200	\$3.00	297	\$891.00	297	149%	\$891.00	0.00	\$0.00
32.	Full Depth Sawing (concrete sidewalk & curb)	LF	20	\$3.00	20	\$60.00	20	100%	\$60.00	0.00	\$0.00
33.	Unclassified Excavation (Parking Lot)	CY	159	\$13.50	195	\$2,632.50	195	123%	\$2,632.50	0.00	\$0.00
34.	3" HMA Pavement, Type E-1	SY	520	\$21.80	641	\$13,973.80	641	123%	\$13,973.80	0.00	\$0.00
35.	8" Crushed Aggregate Base Course	SY	520	\$4.45	641	\$2,852.45	641	123%	\$2,852.45	0.00	\$0.00
36.	Remove & Replace 2 Foot Concrete Curb	LF	12	\$40.00	18.2	\$728.00	18.2	152%	\$728.00	0.00	\$0.00
37.	Remove & Replace Window Pane Concrete Sidewalk	SF	96	\$10.00	144	\$1,440.00	144	150%	\$1,440.00	0.00	\$0.00
38.	Epoxy Coated #4 rebar (includes drilling)	EA	10	\$7.00	10.0	\$70.00	10.0	100%	\$70.00	0.00	\$0.00
39.	Restore Confinement Structure	LS	1	\$2,250.00	1.0	\$2,250.00	1.0	100%	\$2,250.00	0.00	\$0.00
40.	Furnish & Install Medium Rip Rap	TON	30	\$30.00	13.56	\$406.80	13.56	45%	\$406.80	0.00	\$0.00
41.	3" Pulverized Topsoil	SY	1969	\$3.79	3,564.0	\$13,507.56	3,564.0	181%	\$13,507.56	0.00	\$0.00
42.	Seed, Fertilizer, Hydro-Mulch & Water	SY	1519	\$1.10	3,564.0	\$3,920.40	3,399.0	224%	\$3,738.90	(165.00)	(\$181.50)
43.	Sod, Fertilizer & Water	SY	450	\$6.50	0.0	\$0.00	165.0	37%	\$1,072.50	165.00	\$1,072.50
44.	Furnish & Install Trees (Spruce)	EA	3	\$525.00	3.0	\$1,575.00	3.0	100%	\$1,575.00	0.00	\$0.00
45.	Televising Storm Sewer Mains	LF	486	\$2.00	552.0	\$1,104.00	552.0	114%	\$1,104.00	0.00	\$0.00



# 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 54220-4543

RE: Blue Rail

Terms: Net-30

VCC# 17042

Invoice Date: June 19, 2018

INVOICE #: 17042.4rev

#	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Pay App #4					
Work completed thru June 8, 2018					
<u>Blue Rail Marina Beach Project #WS-17-14</u>					
1	1.00	LS	Mobilization	13,000.00	13,000.00
2	5,038.00	TN	F&I Beach Nourishment Sand	9.85	49,624.30
3	10,000.00	EA	Furnish & Plant Dune Grass	0.55	5,500.00
4	828.00	LF	F&I Temporary Fence	2.25	1,863.00
5	1,425.00	CY	Bioretention Basin(Unclassified Excavation)	13.05	18,596.25
6	855.00	SY	F&I Bioretention 3" Mulch	6.75	5,771.25
7	855.00	SY	F&I Bioretention 12" Clear Stone	7.60	6,498.00
8	855.00	SY	F&I Bioretention 4" Pea Stone	2.76	2,359.80
9	855.00	SY	F&I Bioretention 16" Sand	12.50	10,687.50
10	855.00	SY	F&I Bioretention 6" Bio Mix Soil	7.08	6,053.40
11	1,925.00	EA	Furnish & Plant Bioretention Plants	3.10	5,967.50
12	7.00	TN	F&I Decorative Rip Rap	40.00	280.00
13	1.00	LS	Geotechnical Eng(Bioretention/Beach Nourish)	1,000.00	1,000.00
14	0.00	LS	Grubbing (one 8 inch diameter tree)	0.01	0.00
15	140.00	LF	F&I Cord Walk	36.50	5,110.00
16	57.00	LF	Remove Existing Storm Sewer	11.40	649.80
17	242.00	LF	Abandon Existing Storm Sewer	8.00	1,936.00
18	28.00	LF	F&I 36" Storm Sewer (Class III R.C.P)	84.75	2,373.00
19	429.00	LF	F&I 24" Storm Sewer (Class III R.C.P.)	51.80	22,222.20
20	119.00	LF	F&I 12" Storm Sewer (PVC SDR-35)	37.50	4,462.50
21	24.00	LF	F&I 8" Storm Sewer (PVC SDR-26)	31.10	746.40
22	393.00	LF	F&I 6" Storm Sewer,Perf Pipe with Sock	10.70	4,205.10
23	1.00	EA	F&I 12" CMP Endwall	150.00	150.00
24	1.00	EA	F&I 36" RCP Endwall	3,217.00	3,217.00
25	23.93	VF	F&I Non-Standard Manhole, Type 7	940.00	22,494.20

#	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
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Pay App #4  
Work completed thru June 8, 2018  
Blue Rail Marina Beach Project #WS-17-14

26	1.00	LS	F&I CDS Unit (Model No. 3020-6-C)	29,853.00	29,853.00
27	1.00	EA	F&I Type I, Field Inlet	1,060.00	1,060.00
28	4.00	EA	F&I Type J Casting (R-1550-A), Storm	410.00	1,640.00
29	1.00	EA	F&I Type J Casting (R-2050), Storm	347.00	347.00
30	3.00	EA	Removing Manhole	433.00	1,299.00
31	297.00	LF	Sawing Asphalt	3.00	891.00
32	20.00	LF	Full Depth Sawing (concr sidewalk & curb)	3.00	60.00
33	195.00	CY	Unclassified Excavation (Parking Lot)	13.50	2,632.50
34	641.00	SY	3" HMA Pavement, Type E-1	21.80	13,973.80
35	641.00	SY	8" Crushed Aggregate Base Course	4.45	2,852.45
36	18.20	LF	R&R 2 Foot Concrete Curb	40.00	728.00
37	144.00	SF	R&R Window Pane Concrete Sidewalk	10.00	1,440.00
38	10.00	EA	Epoxy Coated #4 rebar(Includes drilling)	7.00	70.00
39	1.00	LS	Restore Confinement Structure	2,250.00	2,250.00
40	13.56	TN	F&I Medium Rip Rap	30.00	406.80
41	3,564.00	SY	3" Pulverized Topsoil	3.79	13,507.56
42	3,399.00	SY	Seed, Fertilizer, Hydro-Mulch & Water	1.10	3,738.90
43	165.00	SY	Sod, Fertilizer & Water	6.50	1,072.50
44	3.00	EA	F&I Trees (Spruce)	525.00	1,575.00
45	552.00	LF	Televising Storm Sewer Mains	2.00	1,104.00
CO2	35.00	ID	Change Order-Grub 15" & 20" Dia Stump	18.00	630.00
CO2	1.00	LS	Remove rail & place limestone	580.00	580.00
CO2	3,564.00	SY	Addtl \$\$ for Bid Item #42	0.41	<u>1,461.24</u>

TOTAL: 277,939.95

Less: Retainage -\$8,850.11

Less: Payment #1 -\$192,530.44

Less: Payment #2 -\$57,971.05

Less: Payment #3 -\$5,958.60

BALANCE DUE: \$12,629.75



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## INVOICE

City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220-4543

RE: Blue Rail

Terms: Net-30

VCC# 17042

Invoice Date: July 3rd, 2018

INVOICE #: 17042.5rev

#	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Pay App #5 Work completed thru July 3rd, 2018 <u>Blue Rail Marina Beach Project #WS-17-14</u>					
1	1.00	LS	Mobilization	850.00	\$850.00
2	273.0	TN	F&I Beach Nourishment Sand	9.95	\$2716.35
TOTAL					\$3,566.35

## **Doug Wanek**

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**From:** Matt Smits <msmits@manitowoc.org>  
**Sent:** Tuesday, July 03, 2018 2:47 PM  
**To:** Doug Wanek  
**Cc:** Greg Minikel; Jill Erickson  
**Subject:** Blue Rail Beach

Doug

I had 13 loads of sand. 21 Tons per load = 273 tons

### **Matt Smits**

Engineering/Stormwater Technician  
900 Quay Street City of Manitowoc  
Office 920-686-6907 Cell 920-374-0088



**CONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, Vinton Construction Company, as contractor, entered into a Contract with the **City of Manitowoc** for the complete construction of the **2017 Blue Rail Marina Beach Project # WS 17-14: City of Manitowoc, 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 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, 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, 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 12<sup>TH</sup> day of June, 2018

BY: 

VINTON CONSTRUCTION COMPANY  
CONTRACTOR

Witness: Joyce Cornils

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination


**NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes.** Authorization for this form is provided under Sections, 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of Wisconsin    )SS   County Of Manitowoc	Project Name 2017 Blue Rail Marina Beach Project	
	Project Number WS 17-14	Determination Number WI170008
	Date Determination Issued 2/24/2017	Date of Contract 4/24/2017
	Awarding Agency City of Manitowoc	
	Date Work Completed 11/14/2017	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship or Business Vinton Construction Company					
Street Address or P O Box P.O. Box 1987		City Manitowoc	State WI	Zip Code 54221	Telephone Number (920) 682-0375
Print Name of Authorized Officer Michael J. Maples				Date Signed 6.12.18	
Signature of Authorized Officer 					

## List of Agents and Subcontractors

Name Double D Landscape, Llc			Name Mega Rentals, Inc.		
Street Address P.O. Box 80			Street Address P.O. Box 8026		
City New Franken	State WI	Zip Code 54229	City Madison	State WI	Zip Code 53708
Telephone Number (920) 863-2052			Telephone Number (920) 469-7646		
Name Northeast Asphalt, Inc.			Name		
Street Address 1524 Atkinson Drive			Street Address		
City Green Bay	State WI	Zip Code 54303	City	State	Zip Code
Telephone Number (920) 926-7102			Telephone Number ( ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( ) -			Telephone Number ( ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( ) -			Telephone Number ( ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( ) -			Telephone Number ( ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( ) -			Telephone Number ( ) -		

**If you have any questions call (608) 266-0028**

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned **Double D Landscape, LLC**, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the **2017 Blue Rail Marina Beach Project # WS 17-14: City of Manitowoc, 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 Vinton Construction Company to the undersigned **Double D Landscape, LLC**, 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 12<sup>th</sup> day of June, 2018

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

\_\_\_\_\_  
SUBCONTRACTOR

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

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

**NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes.** Authorization for this form is provided under Sections, 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

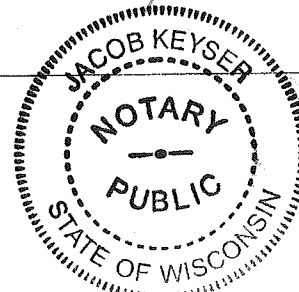
This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of Wisconsin)  County Of <i>Brown</i>	Project Name 2017 Blue Rail Marina Beach Project	
	Project Number WS 17-14	Determination Number WI170008
	Date Determination Issued 2/24/2017	Date of Subcontract 5/10/2017
	Awarding Contractor Vinton Construction Company	
	Date Work Completed <i>6/8/18</i>	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship or Business <i>Double D Landscaping LLC</i>				
Street Address <i>950 S. Allen Rd</i>	City <i>Green Bay</i>	State <i>WI</i>	Zip Code <i>54311</i>	Telephone Number <i>(920) 863-2052</i>
Print Name of Authorized Officer <i>Lynette A. Bastian</i>			Date Signed <i>6/12/2018</i>	
Signature of Authorized Officer <i>[Signature]</i>				



V50907 - Fred

**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 **2017 Blue Rail Marina Beach Project # WS 17-14: City of Manitowoc, 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 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 14 day of March, 2018

BY: Kellie Ch...

Mega Rentals  
SUBCONTRACTOR

Witness: [Signature]

V509 Q7

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division  
Labor Standards Bureau

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

**NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes.** Authorization for this form is provided under Sections, 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of Wisconsin)   <div style="text-align: right;">)SS</div>  County Of                    )	Project Name 2017 Blue Rail Marina Beach Project	
	Project Number WS 17-14	Determination Number WI170008
	Date Determination Issued 2/24/2017	Date of Subcontract 5/10/2017
	Awarding Contractor Vinton Construction Company	
	Date Work Completed 11/10/2017	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

N                    Partnership or Business	Mega Rentals Inc			
S PO Box 8026, 2573 Advance Rd Madison WI 53708 (53718)	City	State	Zip Code	Telephone Number (    ) -    -
P Megan Decker 608-222-2247	Date Signed 3/15/18			
Signature of Authorized Officer  <div style="font-family: cursive; font-size: 1.2em;">Megan Decker</div>				
Megan Decker, President				

## List of Agents and Subcontractors

<b>NO SUBCONTRACTORS USED ON JOB#:</b> <i>WS 17-14</i>				Name	
Street Address				Street Address	
City		Code		City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	
Name				Name	
Street Address				Street Address	
City		State	Zip Code	City	State Zip Code
Telephone Number ( ) -				Telephone Number ( ) -	

If you have any questions call (608) 266-0028



# FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 13, 2018**

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: 752276 C/O Manitowoc Blue Rail Beach - Maritime Dr. 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: 

(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.

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

NOTICE REQUIRED UNDER Section 15.04(1)(m), Wisconsin Statutes. Authorization for this form is provided under Sections 66.0903(9)(b) and 103.49(4r)(9b) Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personally identifiable information may be used for secondary purposes.

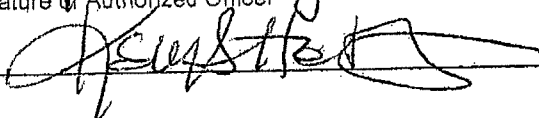
This form must ONLY be filed with the Awarding Contractor indicated below.

State Of Wisconsin)  County Of )	Project Name 2017 Blue Rail Marina Beach Project	
	Project Number WS 17-14	Determination Number WI170008
	Date Determination Issued 2/24/2017	Date of Subcontract 5/10/2017
	Awarding Contractor Vinton Construction Company	
	Date Work Completed 11-01-17	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
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- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

TC

Name of Corporation, Partnership, Sole Proprietorship or Business Northeast Asphalt, Inc.				
Street Address 1524 Atkinson Drive	City Green Bay	State WI	Zip Code 54303	Telephone Number (920) 494-0543
Print Name of Authorized Officer KIM HETHINGTON			Date Signed	
Signature of Authorized Officer  Assist Secretary				

## List of Agents and Subcontractors

Name <i>W/A</i>			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number (   ) -			Telephone Number (   ) -		

If you have any questions call (608) 266-0028