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The bottom section of the document contains several handwritten signatures and initials. On the left, there are large, stylized cursive initials, possibly "JH". To their right, there are more distinct signatures, including one that appears to start with "W" and another that looks like "M. J. ...". The handwriting is fluid and somewhat difficult to decipher due to its style and the quality of the scan.

PAY ESTIMATE WORKSHEET

FOR 2019 ASPHALTIC CONCRETE PAVING II

CITY OF MANITOWOC

CONTRACT NO. WS-19-11

PAY ESTIMATE NO.: 2 & Final

DATE: December 4, 2019

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$462,287.07

CHANGE ORDER #1-FINAL: (\$8,195.38)
\$454,091.69

CONTRACT DATE: May 2, 2019

COMPLETION DATE: September 27, 2019

ITEM NO.	ITEM DESCRIPTION	BID UNIT	UNIT QUANTITY	PRICE	QUANTITY PREVIOUS COMPLETED	COST WORK PREVIOUS COMPLETED	QUANTITY COMPLETED TO DATE	% OF WORK COMPLETED TO DATE	COST WORK COMPLETED TO DATE	QUANTITY DIFFERENCE	COST WORK DIFFERENCE
Citizen Park-Parking lot; Manitowoc Marina-Parking lot; Miracles Park-Parking lot											
1.	Mobilization	LS	1	\$23,500.00	1.00	\$23,500.00	1.00	100%	\$23,500.00	0.00	\$0.00
2.	Traffic Control	LS	1	\$3,900.00	1.0	\$3,900.00	1.0	100%	\$3,900.00	0.00	\$0.00
3.	Inlet Protection Type "D"	EA	9	\$125.00	1	\$125.00	1	11%	\$125.00	0.00	\$0.00
4.	Clearing	ID	132	\$19.80	111	\$2,197.80	111	84%	\$2,197.80	0.00	\$0.00
5.	Grubbing	ID	189	\$19.80	129.00	\$2,554.20	175.00	93%	\$3,465.00	46.00	\$910.80
6.	Red Oak Tree 2" - 2 1/2"	EA	2	\$803.00	0.0	\$0.00	2.0	100%	\$1,606.00	2.00	\$1,606.00
7.	Bur Oak Tree 2" - 2 1/2"	EA	3	\$803.00	0.0	\$0.00	3.0	100%	\$2,409.00	3.00	\$2,409.00
8.	Northern Glow Maple Tree 2" - 2 1/2"	EA	5	\$803.00	0	\$0.00	5	100%	\$4,015.00	5.00	\$4,015.00
9.	Removing Curb	LF	10	\$20.00	37	\$740.00	37	370%	\$740.00	0.00	\$0.00
10.	Removing/Milling Asphaltic Pavement	SY	8,134	\$3.54	8,134	\$28,794.36	8,134	100%	\$28,794.36	0.00	\$0.00
11.	Pulverizing Asphaltic Pavement	SY	4,329	\$1.01	4,329	\$4,372.29	4,329	100%	\$4,372.29	0.00	\$0.00
12.	Unclassified Excavation	CY	909	\$23.98	1,004	\$24,075.92	1,004	110%	\$24,075.92	0.00	\$0.00
13.	Fine Grading	SY	12,279	\$2.10	12,279.0	\$25,785.90	12,279.0	100%	\$25,785.90	0.00	\$0.00
14.	Road Gravel (1 1/4")	TON	112	\$16.50	486.67	\$8,030.06	486.67	435%	\$8,030.06	0.00	\$0.00
15.	8" Crushed Aggregate Base Course	SY	1,294	\$6.10	1,294	\$7,893.40	1,294	100%	\$7,893.40	0.00	\$0.00
16.	12" Crushed Aggregate Base Course	SY	1,030	\$8.90	1,030	\$9,167.00	1,030	100%	\$9,167.00	0.00	\$0.00
17.	Geotextile Fabric, Non-Woven, Type SAS	SY	1,000	\$2.50	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
18.	HMA Pavement, Type 4LT 58-28S	TON	2,565	\$83.93	2,436.83	\$204,523.14	2,436.83	95%	\$204,523.14	0.00	\$0.00
19.	Tack Coat	GAL	730	\$3.79	335.0	\$1,269.65	335.0	46%	\$1,269.65	0.00	\$0.00
20.	New 30" Concrete Curb & Gutter, Type D	LF	206	\$45.00	238.0	\$10,710.00	238.0	116%	\$10,710.00	0.00	\$0.00
21.	Remove Concrete Driveway or Sidewalk	SF	502	\$1.00	502.0	\$502.00	502.0	100%	\$502.00	0.00	\$0.00
22.	6" Concrete Sidewalk	SF	770	\$8.50	757.00	\$6,434.50	757.00	98%	\$6,434.50	0.00	\$0.00
23.	8" Concrete Driveway or Sidewalk	SF	502	\$9.50	495.0	\$4,702.50	495.0	99%	\$4,702.50	0.00	\$0.00
24.	1/2" Epoxy Coated Tie Bars	EA	12	\$10.00	9.0	\$90.00	9.0	75%	\$90.00	0.00	\$0.00
25.	Sawing Existing Pavement (Asphalt)	LF	523	\$3.50	509.0	\$1,781.50	509.0	97%	\$1,781.50	0.00	\$0.00
26.	Adjustin 5" Valve Box Covers	EA	1	\$275.00	1.0	\$275.00	1.0	100%	\$275.00	0.00	\$0.00

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ITEM NO.	ITEM DESCRIPTION	BID UNIT	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
Citizen Park-Parking lot; Manitowoc Marina-Parking lot; Miracles Park-Parking lot											
27.	3" Pulverized Topsoil	SY	1,528	\$12.38	1,487.0	\$18,409.06	1,487.0 *	97%	\$18,409.06	0.00	\$0.00
28.	See (Mixture No. 40), Fertilizer and Water	SY	1,528	\$3.30	1,487.0	\$4,907.10	1,487.0 *	97%	\$4,907.10	0.00	\$0.00
29.	Erosion Mat, Urban Class 1, Type A	SY	1,528	\$2.20	1,487.0	\$3,271.40	1,487.0 *	97%	\$3,271.40	0.00	\$0.00
30.	Ditching	LF	120	\$12.00	86.0	\$1,032.00	86.0 *	72%	\$1,032.00	0.00	\$0.00
31.	Pavement Marking, Parking Stall, Epoxy 4-Inch	LF	6,696	\$2.81	6,436.0	\$18,085.16	6,436.0 *	96%	\$18,085.16	0.00	\$0.00
32.	Pavement Marking, Epoxy Type 1 Arrow	EA	6	\$170.50	6.0	\$1,023.00	6.0 *	100%	\$1,023.00	0.00	\$0.00
33.	Pavement Marking, Epoxy Handicap Symbol	EA	17	\$93.50	17.0	\$1,589.50	17.0 *	100%	\$1,589.50	0.00	\$0.00
34.	Furnish & Install 8" PVC Storm (SDR-26)	LF	28	\$60.50	27.0	\$1,633.50	27.0 *	96%	\$1,633.50	0.00	\$0.00
35.	Furnish & Install 12" PVC Storm (SDR-35)	LF	60	\$66.00	60.0	\$3,960.00	60.0 *	100%	\$3,960.00	0.00	\$0.00
36.	Furnish & Install Type 1 Field Inlet	EA	2	\$1,375.00	2.0	\$2,750.00	2.0 *	100%	\$2,750.00	0.00	\$0.00
37.	Furnish & Install Type "J" Storm Casting (R-1550) non-rocking	EA	1	\$715.00	1.0	\$715.00	1.0 *	100%	\$715.00	0.00	\$0.00
38.	Furnish & Install Type "J" Storm Casting (R-1550) non-rocking	EA	2	\$715.00	2.0	\$1,430.00	2.0 *	100%	\$1,430.00	0.00	\$0.00
39.	Furnish & Install Concrete Bumpers	EA	10	\$220.00	10.0	\$2,200.00	10.0 *	100%	\$2,200.00	0.00	\$0.00
40.	Abandon Hydrant	LS	1	\$2,750.00	1.0	\$2,750.00	1.0 *	100%	\$2,750.00	0.00	\$0.00
41.	Furnish & Install 6" PVC Watermain (C-900)	LF	12	\$66.00	12.0	\$792.00	12.0 *	100%	\$792.00	0.00	\$0.00
42.	Furnish & Install 6"x6" TEE	LS	1	\$819.50	1.0	\$819.50	1.0 *	100%	\$819.50	0.00	\$0.00
43.	Furnish & Install MJ Yellow Hydrant (Left Turn)	LS	1	\$5,623.20	1.0	\$5,623.20	1.0 *	100%	\$5,623.20	0.00	\$0.00
44.	Furnish & Install 6" Valve W/Valve Box	LS	1	\$2,736.25	1.0	\$2,736.25	1.0 *	100%	\$2,736.25	0.00	\$0.00
TOTAL FOR CONTRACT WS-19-11					\$445,150.89		\$454,091.69		\$8,940.80		
TOTAL PAYMENT					97.4% \$433,593.71		100.0% \$454,091.69		100.0% \$20,497.98		

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

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

O.K. to Pay
J.M. 11-15-19

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 **City of Manitowoc**, for the complete construction of the **Project #WS-19-11; 2019 Asphaltic Concrete Paving II, 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 25TH day of November, 19.



Vinton Construction Company - CONTRACTOR

Witness:



SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Barricade Flasher Service, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Project #WS-19-11; Asphaltic Concrete Paving II, 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 **Vinton Construction Company** to the undersigned, **Barricade Flasher Service, 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 November, 2019

BY:

Dennis Thompson
Barricade Flasher Service, Inc.
SUBCONTRACTOR

Witness:

John Linton
Form 530

RECEIVED

NOV 20 2019

TCR 5052

4800

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 **Project #WS-19-11; Asphaltic Concrete Paving II, 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 **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, 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 20 day of November, 2019

BY:


Crowley Construction Corp.
SUBCONTRACTOR

Witness

Form 5.30

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-19-11; Asphaltic Concrete Paving II, 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 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 19 day of November, 2019

BY:

Scott Spink

Highway Landscapers, Inc
SUBCONTRACTOR

Witness:

Mary Skinkis

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 **Project #WS-19-11; Asphaltic Concrete Paving II, 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 **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, 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 November, 2019

BY: 

Martell Construction
SUBCONTRACTOR

Witness: A. Bartelme

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: November 20, 2019

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: City of Manitowoc WS-19-11 Asphaltic Concrete Paving II, Manitowoc County (NEA615328)
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:

Brian Henken

DR

(signature)

Authorized Agent's Name:

Brian Henken

(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.



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-19-11

Terms: Net-30

VCC# 19063

Invoice Date: November 25, 2019

INVOICE #: 19063.2

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Work completed thru November 11, 2019 WS-19-11 Asphaltic Concrete Paving II <u>FINAL</u>					
1	1.00	LS	Mobe	23,500.00	23,500.00
2	1.00	LS	Traffic Control	3,900.00	3,900.00
3	1.00	EA	Inlet Protection Type "D"	125.00	125.00
4	111.00	ID	Clearing	19.80	2,197.80
5	175.00	ID	Grubbing	19.80	3,465.00
6	2.00	EA	Red Oak Tree 2"-2 1/2"	803.00	1,606.00
7	3.00	EA	Bur Oak Tree 2"-2 1/2"	803.00	2,409.00
8	5.00	EA	Northern Glow Maple Tree 2"-2 1/2"	803.00	4,015.00
9	37.00	LF	Removing Curb	20.00	740.00
10	8,134.00	SY	Removing/Milling Asphaltic Pvmnt	3.54	28,794.36
11	4,329.00	SY	Pulverizing Asphaltic Pvmnt	1.01	4,372.29
12	1,004.00	CY	Unclassified Excavation	23.98	24,075.92
13	12,279.00	SY	Fine Grading	2.10	25,785.90
14	486.67	TON	Road Gravel(1-1/4")	16.50	8,030.06
15	1,294.00	SY	8" Crushed Agg Base Course	6.10	7,893.40
16	1,030.00	SY	12" Crushed Agg Base Course	8.90	9,167.00
17	0.00	SY	Geotextile Fabric, Non-Woven, Type SAS	2.50	0.00
18	2,436.83	TON	HMA Pvmnt, Type 4LT 58-28S	83.93	204,523.14
19	335.00	GAL	Tack Coat	3.79	1,269.65
20	238.00	LF	New 30" Concrete Curb & Gutter, Type D	45.00	10,710.00
21	502.00	SF	Remove Concrete DW or SW	1.00	502.00
22	757.00	SF	6" Concrete Sidewalk	8.50	6,434.50
23	495.00	SF	8" Concrete DW or SW	9.50	4,702.50
24	9.00	EA	1/2" Epoxy Coated Tie Bars	10.00	90.00
25	509.00	LF	Sawing Existing Pvmnt(Asphalt)	3.50	1,781.50
26	1.00	EA	Adjusting 5" Valve Box Covers	275.00	275.00
27	1,487.00	SY	3" Pulverized Topsoil	12.38	18,409.06
28	1,487.00	SY	Seed(Mix#40), Fertilizer & Water	3.30	4,907.10
29	1,487.00	SY	Erosion Mat, Urban Class 1, Type A	2.20	3,271.40
30	86.00	LF	Ditching	12.00	1,032.00

Invoice Date: November 25, 2019

INVOICE #: 19063.2

ITEM #	QNTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
31	6,436.00	LF	Pvmt Marking, Parking Stall, Epoxy 4"	2.81	18,085.16
32	6.00	EA	Pvmt Marking, Epoxy Type 1 Arrow	170.50	1,023.00
33	17.00	EA	Pvmt Marking, Epoxy Handicap Symbol	93.50	1,589.50
34	27.00	LF	F&I 8" PVC Storm(SDR-26)	60.50	1,633.50
35	60.00	LF	F&I 12" PVC Storm(SDR-35)	66.00	3,960.00
36	2.00	EA	F&I Type 1 Field Inlet	1,375.00	2,750.00
37	1.00	EA	F&I Type "J" Storm Casting(R-1550)non-rocking	715.00	715.00
38	2.00	EA	F&I Type "J" Storm Casting(R-2050)	715.00	1,430.00
39	10.00	EA	F&I Concrete Bumpers	220.00	2,200.00
40	1.00	LS	Abandon Hydrant	2,750.00	2,750.00
41	12.00	LF	F&I 6" PVC watermain(C-900)	66.00	792.00
42	1.00	LS	F&I 6"x6" TEE	819.50	819.50
43	1.00	LS	F&I MJ yellow Hydrant(Left Turn open)	5,623.20	5,623.20
44	1.00	LS	F&I 6" Valve W/valve box	2,736.25	<u>2,736.25</u>

TOTAL: 454,091.69

LESS: PREVIOUS PAYMENTS: (433,593.71)

BALANCE DUE: 20,497.98