

375964.3 466608.56

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AMOUNT OF CONTRACT

CO#1	\$15,745.07
CO#2	\$850.00
CO#3	\$8,245.33
<b>TOTAL</b>	<b>\$400,804.70</b>

10-2-24

Date filed with Secretary

Date approved by Board

AMOUNT RECOMMENDED

\$18,652.25

BOARD SIGNATURES

Just M. [Signature]  
Ed. [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Date Paid

Check No.

Voucher No.

4600-51200-582900

Copy For		
Council	Board	Voucher

PAY ESTIMATE WORKSHEET

FOR 2023 ASPHALT PAVING III

CITY OF MANITOWOC

CONTRACT NO. WS-23-12

PAY ESTIMATE NO.: 4-Final

DATE: September 18, 2024

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$375,964.30 466,608.56  
 Change Order #1: \$15,745.07  
 Change Order #2: \$850.00  
 Change Order #3-Final: \$8,245.33  
 \$400,804.70

CONTRACT DATE: July 5, 2023

COMPLETION DATE: June 14, 2024

\*\*Modified Bid Tab for Rem of Parking lot

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
Pickleball Courts											
1.	Mobilization	LS	1	\$32,000.00	1.00	\$32,000.00	1.00	100%	\$32,000.00	0.00	\$0.00
2.	Stripping Topsoil	SY	3694	\$3.05	3,694.00	\$11,266.70	3,694.00	100%	\$11,266.70	0.00	\$0.00
3.	3" Salvaged Topsoil	SY	3637	\$5.95	3,694.00	\$21,979.30	3,694.00	102%	\$21,979.30	0.00	\$0.00
4.	3/4" Crushed Aggregate Base Course (Parking Lot)	TGN	170	\$18.50	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
5.	Unclassified Excavation (Pickleball Court)	CY	718	\$13.67	718	\$9,815.06	718	100%	\$9,815.06	0.00	\$0.00
6.	Geotextile Fabric (Non-Woven)	SY	1972	\$2.95	0	\$0.00	0.0	0%	\$0.00	0.00	\$0.00
7.	12" Crushed Aggregate Base Course	SY	1972	\$10.61	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
8.	Pulverize Existing Asphalt	SF	1521	\$2.36	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
9.	HMA Pavement, Type 4LT 58-28S	TON	167	\$174.00	173.77	\$30,235.98	173.77	104%	\$30,235.98	0.00	\$0.00
10.	Tack Coat	GAL	95	\$3.89	80	\$311.20	100	105%	\$389.00	20.00	\$77.80
11.	HMA Pavement, Type 5LT 58-28S	TON	167	\$157.00	193	\$30,257.04	192.72	115%	\$30,257.04	0.00	\$0.00
12.	Saving Asphalt Joints	LF	564	\$7.50	564	\$4,230.00	564	100%	\$4,230.00	0.00	\$0.00
13.	New 6" Concrete Sidewalk/Driveway	SF	580	\$10.95	626.5	\$6,860.18	626.5	108%	\$6,860.18	0.00	\$0.00
14.	Remove and Replace 8" Concrete Sidewalk/Driveway	SF	245	\$12.25	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
15.	Manhole Removal	EA	1	\$415.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
16.	Remove Storm Sewer	LF	15	\$25.70	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
17.	Furnish and Install Standard Manhole, Type 1	VF	7.46	\$947.00	9.37	\$8,873.39	9.37	126%	\$8,873.39	0.00	\$0.00
18.	Furnish and Install Type 1 Field Inlet	EA	4	\$1,980.00	5	\$9,900.00	5	125%	\$9,900.00	0.00	\$0.00
19.	Furnish & Install Storm Inlet Casting (R-2050-A)	EA	7	\$850.00	7	\$5,950.00	7	100%	\$5,950.00	0.00	\$0.00
20.	Furnish and Install 12" Storm Sewer Pipe (PVC)	LF	422	\$79.80	418	\$33,356.40	418	99%	\$33,356.40	0.00	\$0.00
21.	Furnish and Install 4" Perforated PVC Storm Sewer w/Sock	LF	1,004	\$29.95	1,024	\$30,668.80	1,024	102%	\$30,668.80	0.00	\$0.00
22.	Ditching	LF	170	\$15.27	170	\$2,595.90	170	100%	\$2,595.90	0.00	\$0.00
23.	Clearing	ID	12	\$25.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
24.	Grubbing	ID	12	\$25.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00
25.	Seed (#40), Fertilizer, and Water	SY	3,637.00	\$0.94	1,793	\$1,685.42	2,635	72%	\$2,476.90	842.00	\$791.48
26.	Erosion Mat Class 1, Urban, Type A	SY	245	\$2.53	520	\$1,315.60	520	212%	\$1,315.60	0.00	\$0.00
27.	Erosion Control Mulch	SY	3,392	\$0.83	1,273	\$1,056.59	2,115	62%	\$1,755.45	842.00	\$698.86
28.	Inlet Protection Type "D" (Diaper)	EA	8	\$159.50	10	\$1,595.00	10	125%	\$1,595.00	0.00	\$0.00
29.	Pavement Marking, Parking Stall, Epoxy, 4-inch, Yellow	LF	591.00	\$5.50	0	\$0.00	0.00	0%	\$0.00	0.00	\$0.00
30.	Pavement Marking, Handicap Symbol, Epoxy, Type 3, Yellow	EA	2	\$165.00	0	\$0.00	0	0%	\$0.00	0.00	\$0.00

## PAY ESTIMATE WORKSHEET

FOR 2023 ASPHALT PAVING III

CITY OF MANITOWOC

CONTRACT NO. WS-23-12

PAY ESTIMATE NO.: 4-Final

DATE: September 18, 2024

Contractor: Vinton Construction Company

CONTRACT AMOUNT: \$375,964.30 466,608.56

Change Order #1: \$15,745.07

Change Order #2: \$850.00

Change Order #3-Final: \$8,245.33

\$400,804.70

CONTRACT DATE: July 5, 2023

COMPLETION DATE: June 14, 2024

\*\*Modified Bid Tab for Rem of Parking lot

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.	Pavement-Marking, Diagonal, Epoxy, 4-inch, Yellow	LF	123	\$5.50	0	\$0.00	0 *	0%	\$0.00	0-00	\$0.00
32.	Furnish & Install 8-Foot High Exterior Fence (BLACK)	LF	560	\$56.00	560.00	\$31,360.00	560.00 *	100%	\$31,360.00	0.00	\$0.00
33.	Furnish & Install 42-Inch High Interior Fence (BLACK)	LF	482	\$40.00	482.00	\$19,280.00	474.00 *	98%	\$18,960.00	(8.00)	(\$320.00)
34.	Furnish & Install 4' Wide x 8' High Gate	EA	3	\$1,980.00	3.00	\$5,940.00	3.00 *	100%	\$5,940.00	0.00	\$0.00
35.	Furnish & Install 10' Wide Double Leaf Gate	EA	1	\$3,500.00	1.00	\$3,500.00	1.00 *	100%	\$3,500.00	0.00	\$0.00
36.	Pickle Ball Net & Post System (Furnish & Install)	EA	6	\$4,500.00	6.0	\$27,000.00	6.0 *	100%	\$27,000.00	0.00	\$0.00
37.	Pickle Ball Surfacing and Striping	SY	1,877	\$15.00	1,400	\$21,000.00	1,877 *	100%	\$28,155.00	477.00	\$7,155.00
CO #1	Caulk around post	EA	1	\$1,360.80	1.00	\$1,360.80	1 *	100%	\$1,360.80	0.00	\$0.00
CO #1	12" Breaker Run	SY	743.36	\$11.95	1,972	\$23,565.40	1,972.00 *	265%	\$23,565.40	0.00	\$0.00
CO #1	4" of 1 1/4" Dense Base	SY	743.36	\$4.45	1,972	\$8,775.40	1,972.00 *	265%	\$8,775.40	0.00	\$0.00
CO #1	Geo Grid	SY	743.36	\$2.95	1,972	\$5,817.40	1,972.00 *	265%	\$5,817.40	0.00	\$0.00
CO #2	Additional Mobe for Subcontractor	LS	1.00	\$850.00	0	\$0.00	1.00 *	100%	\$850.00	1.00	\$850.00
Subtotal Items 1-37 & Work Change Directives						\$391,551.56			\$400,804.70		\$9,253.14
TOTAL FOR CONTRACT WS-23-12						\$391,551.56			\$400,804.70		\$9,253.14
TOTAL PAYMENT					97.6%	\$382,152.45	100.0%		\$400,804.70	100.0%	\$18,652.25

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

Prepared By: J.M.E.

O.K. to Pay  
J.M.  
9/17/24



**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

**FINAL**

**Pay App Summary Sheet**

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Department of Public Works  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

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**RE:** Manitowoc Asphalt Paving III  
Project WS 23-12

**VCC#** 23095

**Invoice Date:** 9/5/2024

**Invoice #:** 23095.4

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**(Pay App #4 Detail Attached)**

Total Project To Date: \$400,804.70

Retainage: \$0.00

Less Previous Pay Requests: \$382,152.45

**BALANCE DUE:** **\$18,652.25**

## Unit Cost Breakdown

Project: Manitowoc WS 23-12 Pickleball Court Asph Pvg Page 2 of 3

Contractor: Vinton Construction Company

Application Date: 09/05/24

VCC Job# 23095

Payment Application #: 4

ITEM NO.	DESCRIPTION OF WORK	Scheduled-				Work Completed		This Request		Total Completed/Stored		Scheduled Vs.	Percent Complete
		Quantity	UOM	Unit Price	Amount	Previous Request		Request		To Date		Actual	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Add(Deduct)	
1	Mobilization	1.00	LS	\$ 32,000.00	\$ 32,000.00	1.00	\$ 32,000.00	-	\$ -	1.00	\$ 32,000.00	\$ -	100.0%
2	Stripping Topsoil	3694.00	SY	\$ 3.05	\$ 11,266.70	3,694.00	\$ 11,266.70	-	\$ -	3,694.00	\$ 11,266.70	\$ -	100.0%
3	3" Salvaged Topsoil	3637.00	SY	\$ 5.95	\$ 21,640.15	3,694.00	\$ 21,979.30	-	\$ -	3,694.00	\$ 21,979.30	\$ (339.15)	101.6%
4	<del>3/4" Crushed Aggregate Base Course-</del>	<del>470.00</del>	<del>TON</del>	<del>\$ 18.60</del>									
5	Unclassified Excavation (Pickleball Court)	501.00	CY	\$ 13.67	\$ 6,848.67	718.00	\$ 9,815.06	-	\$ -	718.00	\$ 9,815.06	\$ (2,966.39)	143.3%
6	Geotextile Fabric (Non-Woven)	1972.00	SY	\$ 2.95	\$ 5,817.40	-	\$ -	-	\$ -	-	\$ -	\$ 5,817.40	0.0%
7	12" Crushed Aggregate Base Course	1972.00	SY	\$ 10.61	\$ 20,922.92	-	\$ -	-	\$ -	-	\$ -	\$ 20,922.92	0.0%
8	<del>Pulverize Existing Asphalt</del>	<del>4621.00</del>	<del>SY</del>	<del>\$ 2.36</del>									
9	HMA Pavement, Type 4LT 58-28S	167.00	TON	\$ 174.00	\$ 29,058.00	173.77	\$ 30,235.98	-	\$ -	173.77	\$ 30,235.98	\$ (1,177.98)	104.1%
10	Tack Coat	95.00	GAL	\$ 3.89	\$ 369.55	80.00	\$ 311.20	20.00	\$ 77.80	100.00	\$ 389.00	\$ (19.45)	105.3%
11	HMA Pavement, Type 5LT 58-28S	167.00	TON	\$ 157.00	\$ 26,219.00	192.72	\$ 30,257.04	-	\$ -	192.72	\$ 30,257.04	\$ (4,038.04)	115.4%
12	Sawing Asphalt Joints	564.00	LF	\$ 7.50	\$ 4,230.00	564.00	\$ 4,230.00	-	\$ -	564.00	\$ 4,230.00	\$ -	100.0%
13	New 6" Concrete Sidewalk/Driveway	580.00	SF	\$ 10.95	\$ 6,351.00	626.50	\$ 6,860.18	-	\$ -	626.50	\$ 6,860.18	\$ (509.17)	108.0%
44	<del>Remove and Replace 8" Concrete-</del>	<del>245.00</del>	<del>SF</del>	<del>\$ 12.25</del>									
45	<del>Manhole Removal</del>	<del>4.00</del>	<del>EA</del>	<del>\$ 415.00</del>									
46	<del>Remove Storm Sewer</del>	<del>45.00</del>	<del>LF</del>	<del>\$ 25.70</del>									
17	Furnish and Install Standard Manhole,	7.46	VF	\$ 947.00	\$ 7,064.62	9.37	\$ 8,873.39	-	\$ -	9.37	\$ 8,873.39	\$ (1,808.77)	125.6%
18	Furnish and Install Type 1 Field Inlet	4.00	EA	\$ 1,980.00	\$ 7,920.00	5.00	\$ 9,900.00	-	\$ -	5.00	\$ 9,900.00	\$ (1,980.00)	125.0%
19	Furnish & Install Storm Inlet Casting (R-	7.00	EA	\$ 850.00	\$ 5,950.00	7.00	\$ 5,950.00	-	\$ -	7.00	\$ 5,950.00	\$ -	100.0%
20	Furnish and Install 12" Storm Sewer Pipe	422.00	LF	\$ 79.80	\$ 33,675.60	418.00	\$ 33,356.40	-	\$ -	418.00	\$ 33,356.40	\$ 319.20	99.1%
21	Furnish and Install 4" Perforated PVC	1004.00	LF	\$ 29.95	\$ 30,069.80	1,024.00	\$ 30,668.80	-	\$ -	1,024.00	\$ 30,668.80	\$ (599.00)	102.0%
22	Ditching	170.00	LF	\$ 15.27	\$ 2,595.90	170.00	\$ 2,595.90	-	\$ -	170.00	\$ 2,595.90	\$ -	100.0%
23	Clearing	12.00	ID	\$ 25.00	\$ 300.00	-	\$ -	-	\$ -	-	\$ -	\$ 300.00	0.0%
24	Grubbing	12.00	ID	\$ 25.00	\$ 300.00	-	\$ -	-	\$ -	-	\$ -	\$ 300.00	0.0%
25	Seed (#40), Fertilizer, and Water	3637.00	SY	\$ 0.94	\$ 3,418.78	1,793.00	\$ 1,685.42	842.00	\$ 791.48	2,635.00	\$ 2,476.90	\$ 941.88	72.4%
26	Erosion Mat Class 1, Urban, Type A	245.00	SY	\$ 2.53	\$ 619.85	520.00	\$ 1,315.60	-	\$ -	520.00	\$ 1,315.60	\$ (695.75)	212.2%
27	Erosion Control Mulch	3392.00	SY	\$ 0.83	\$ 2,815.36	1,273.00	\$ 1,056.59	842.00	\$ 698.86	2,115.00	\$ 1,755.45	\$ 1,059.91	62.4%
28	Inlet Protection Type "D" (Diaper)	8.00	EA	\$ 159.50	\$ 1,276.00	10.00	\$ 1,595.00	-	\$ -	10.00	\$ 1,595.00	\$ (319.00)	125.0%
29	<del>Pavement Marking, Parking Stall, Epoxy, 4-Inch, Yellow</del>	<del>694.00</del>	<del>LF</del>	<del>\$ 5.60</del>									
30	<del>Pavement Marking, Handicap Symbol, Epoxy, Type 3, Yellow</del>	<del>2.00</del>	<del>EA</del>	<del>\$ 165.00</del>									
34	<del>Pavement Marking, Diagonal, Epoxy, 4-Inch, Yellow</del>	<del>423.00</del>	<del>LF</del>	<del>\$ 5.60</del>									
32	Furnish & Install 8-Foot High Exterior	560.00	LF	\$ 56.00	\$ 31,360.00	560.00	\$ 31,360.00	-	\$ -	560.00	\$ 31,360.00	\$ -	100.0%
33	Furnish & Install 42-Inch High Interior	482.00	LF	\$ 40.00	\$ 19,280.00	482.00	\$ 19,280.00	(8.00)	\$ (320.00)	474.00	\$ 18,960.00	\$ 320.00	98.3%
34	Furnish & Install 4' Wide x 8' High Gate	3.00	EA	\$ 1,980.00	\$ 5,940.00	3.00	\$ 5,940.00	-	\$ -	3.00	\$ 5,940.00	\$ -	100.0%
35	Furnish & Install 10' Wide Double Leaf	1.00	EA	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	\$ -	1.00	\$ 3,500.00	\$ -	100.0%
36	Pickle Ball Net & Post System (Furnish &	6.00	EA	\$ 4,500.00	\$ 27,000.00	6.00	\$ 27,000.00	-	\$ -	6.00	\$ 27,000.00	\$ -	100.0%
37	Pickle Ball Surfacing and Striping	1877.00	SY	\$ 15.00	\$ 28,155.00	1,877.00	\$ 28,155.00	-	\$ -	1,877.00	\$ 28,155.00	\$ -	100.0%
CO1	WCD 12-1 Caulk Around Post	1.00	EA	\$ 1,360.80	\$ 1,360.80	1.00	\$ 1,360.80	-	\$ -	1.00	\$ 1,360.80	\$ -	100.0%

## Unit Cost Breakdown

Project: Manitowoc WS 23-12 Pickleball Court Asph Pvg Page 3 of 3

Contractor: Vinton Construction Company

Application Date: 09/05/24

Payment Application #: 4

VCC Job# 23095

ITEM NO.	DESCRIPTION OF WORK	Scheduled-				Work Completed				Total Completed/Stored		Scheduled Vs.	Percent Complete
		Quantity	UOM	Unit Price	Amount	Previous Request		This Request		To Date		Actual	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Add(Deduct)	
CO1	WCD 12-212" of Breaker Run	743.36	SY	\$ 11.85	\$ 8,883.15	1,972.00	\$ 23,565.40	-	\$ -	1,972.00	\$ 23,565.40	\$ (14,682.25)	265.3%
CO1	WCD 12-2 4" of 1 1/4" Dense Base	743.36	SY	\$ 4.45	\$ 3,307.95	1,972.00	\$ 8,775.40	-	\$ -	1,972.00	\$ 8,775.40	\$ (5,467.45)	265.3%
CO1	WCD 12-2 Geo-Grid	743.36	SY	\$ 2.95	\$ 2,192.89	1,972.00	\$ 5,817.40	-	\$ -	1,972.00	\$ 5,817.40	\$ (3,624.51)	265.3%
	WCD 12-3 Additional Mobe (Subc)	1.00	EA	\$ 850.00	\$ 850.00	1.00	\$ 850.00	-	\$ -	1.00	\$ 850.00	\$ -	100.0%
	Total:				\$ 392,559.09		\$ 399,556.56		\$ 1,248.14		\$ 400,804.70	\$ (8,245.60)	
	Less: Retainage						9,399.11		\$ (9,399.11)		\$ -		
	Total:						390,157.45		\$ 10,647.25		\$ 400,804.70		
	Amount Previously Paid						382,152.45		\$ -		\$ 382,152.45		
	Amount DueThis Request						8,005.00		\$ 10,647.25		\$ 18,652.25		



**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 **Manitowoc WS 23-23 Asphalt Paving III (Pickleball) Project** in **Manitowoc, 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 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 30<sup>th</sup> day of August, 2024.

Witness:

  
\_\_\_\_\_  
Vinton Construction Company - CONTRACTOR

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

PROJECT Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project

SUBCONTRACTOR DOUBLE D LANDSCAPE

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project for the City of Manitowoc, 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, 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 29th day of August, 2024

BY:

Brittany Bastian  
DOUBLE D LANDSCAPE  
SUBCONTRACTOR

Witness:

[Signature]



**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

PROJECT Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project

SUBCONTRACTOR Fortress Fence

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project for the City of Manitowoc, 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, 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 16th day of August, 2024

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

Fortress Fence

SUBCONTRACTOR

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

## FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **August 19, 2024**

1. Claimant's Name: **Northeast Asphalt, Inc.**  
Claimant's Address: **1524 Atkinson Drive, Green Bay, WI 54303**
2. Property Improved by Contractor's Work (check one):  
☒ Street address: **Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project (NEA #618105)**  
☐ Legal description attached.
3. Contractor's Work furnished at the request of:  
  
**VINTON CONSTRUCTION COMPANY**  
**P.O. Box 1987**  
**Manitowoc, WI 54221**
4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):  
☐ The following work:  
  
☒ All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

CONTRACTOR NAME: Northeast Asphalt, Inc.

By: DocuSigned by:  
**Ric Szalewski**  
0177603FCF06010 MR  
(signature)

Authorized Agent's Name: Ric Szalewski  
(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**

PROJECT Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project

SUBCONTRACTOR Valley Sealcoat, Inc.

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, as subcontractor, entered into a Contract with Vinton Construction Company for the complete construction of the Manitowoc WS 23-12 Asphalt Paving III (Pickleball) Project for the City of Manitowoc, 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, 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 16<sup>th</sup> day of August, 2024

BY: Shawn Walter, Shawn Walter  
Valley Sealcoat, Inc.  
SUBCONTRACTOR

Witness: Omey Wilkes