

Kip Gulseth Construction Company Inc  
CONTRACTOR

June 20, 2023  
DATE OF CONTRACT

August 18, 2023  
COMPLETION DATE

\$299,845.73  
AMOUNT OF CONTRACT

CO#1 (\$4,552.03)

Sanitary Sewer Relay

Various Locations

TOTAL \$295,293.70

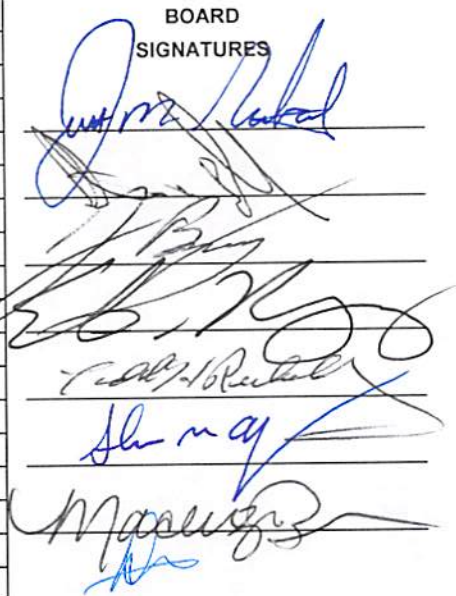
| DESCRIPTION               | NO. 1                | NO. 2                          | NO. 3                 | NO. 4                       | NO. 5                    | NO. 6                    |
|---------------------------|----------------------|--------------------------------|-----------------------|-----------------------------|--------------------------|--------------------------|
|                           | PREVIOUSLY COMPLETED | COST WORK PREVIOUSLY COMPLETED | COMPLETED TO DATE     | COST WORK COMPLETED TO DATE | DIFFERENCE COLUMNS 1 & 3 | DIFFERENCE COLUMNS 2 & 4 |
| INVOICE #: FINAL PAYMENT  |                      |                                | SEE COMPUTER PRINTOUT |                             |                          |                          |
| INVOICE DATE: 2/6/2024    |                      |                                | FOR DETAILS           |                             |                          |                          |
| TOTALS                    |                      | \$295,293.70                   |                       | \$295,293.70                |                          | \$0.00                   |
| PAYMENT                   |                      | \$287,797.56                   |                       | \$295,293.70                |                          | \$7,496.14               |
| AMOUNT DUE, FINAL PAYMENT |                      |                                |                       |                             |                          | \$7,496.14               |

2-7-24  
Date filed with Secretary

Date approved by Board


AMOUNT RECOMMENDED  
**\$7,496.14**

BOARD SIGNATURES



Date Paid  
Check No.  
Voucher No.  
Chg. 6300-71100-582600

Copy For  
Council Board Voucher

Signature  2-7-24 CITY ENGINEER

Contractor: Kip Gulseth Construction Company Inc.

CONTRACT AMOUNT: \$299,845.73  
 Change Order #1-Final: (\$4,552.03)  
 \$295,293.70

CONTRACT DATE: June 20, 2023

COMPLETION DATE: August 18, 2023

| 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 |
|------------------------------------|---|------|--------------|-------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|---------------------|----------------------|
| Fairmont Lane at North 12th Street |   |      |              |             |                             |                              |                            |                             |                             |                     |                      |
| 1.                                 | Mobilization                                    | LS   | 1            | \$7,500.00  | 1                           | \$7,500.00                   | 1.00                       | 100%                        | \$7,500.00                  | 0.00                | \$0.00               |
| 2.                                 | Traffic Control                                 | LS   | 1            | \$1,100.00  | 1                           | \$1,100.00                   | 1.00                       | 100%                        | \$1,100.00                  | 0.00                | \$0.00               |
| 3.                                 | Inlet Protection (Type D)                       | EA   | 1            | \$100.00    | 0                           | \$0.00                       | 0.00                       | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 4.                                 | Furnish & Relay 8" PVC Pipe (SDR-35) Sanitary   | LF   | 14           | \$500.00    | 13                          | \$6,500.00                   | 13.0                       | 93%                         | \$6,500.00                  | 0.00                | \$0.00               |
| 5.                                 | Furnish & Relay 10" PVC Pipe (SDR-35) Storm     | LF   | 22           | \$100.00    | 12                          | \$1,200.00                   | 12.0                       | 55%                         | \$1,200.00                  | 0.00                | \$0.00               |
| 6.                                 | Furnish & Relay 12" PVC Pipe (SDR-35) Storm     | LF   | 8            | \$110.00    | 9                           | \$990.00                     | 9.0                        | 113%                        | \$990.00                    | 0.00                | \$0.00               |
| 7.                                 | Furnish & Install Trench Backfill               | TON  | 140          | \$0.01      | 66                          | \$0.66                       | 66.0                       | 47%                         | \$0.66                      | 0.00                | \$0.00               |
| 8.                                 | Unclassified Excavation (Incl. Pavement)        | CY   | 8            | \$70.00     | 9                           | \$630.00                     | 9.0                        | 113%                        | \$630.00                    | 0.00                | \$0.00               |
| 9.                                 | Sawing Concrete or Asphalt Pavement, Full Depth | LF   | 58           | \$6.50      | 58                          | \$377.00                     | 58.0                       | 100%                        | \$377.00                    | 0.00                | \$0.00               |
| 10.                                | 6" Crushed Aggregate Base Course (1-1/4")       | SY   | 20           | \$5.00      | 20                          | \$100.00                     | 20.0                       | 100%                        | \$100.00                    | 0.00                | \$0.00               |
| 11.                                | 7" Concrete Base Course                         | SY   | 20           | \$90.00     | 20.5                        | \$1,845.00                   | 20.5                       | 103%                        | \$1,845.00                  | 0.00                | \$0.00               |
| 12.                                | 3/4" Epoxy Coated Tie Bars (Includes Drilling)  | EA   | 19           | \$10.00     | 19                          | \$190.00                     | 19.0                       | 100%                        | \$190.00                    | 0.00                | \$0.00               |
| 13.                                | 2" H.M.A. Pavement, Type 4LT 58-28S             | SY   | 20           | \$126.35    | 20.5                        | \$2,590.18                   | 20.5                       | 103%                        | \$2,590.18                  | 0.00                | \$0.00               |
| 14.                                | Tack Coat                                       | GAL  | 1            | \$3.85      | 0                           | \$0.00                       | 0.0                        | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 15.                                | Televising Sanitary Sewer                       | LF   | 297          | \$2.50      | 297                         | \$742.50                     | 297                        | 100%                        | \$742.50                    | 0.00                | \$0.00               |
| Subtotal Items 1-15                |   |      |              |             |                             | \$23,765.34                  |                            |                             | \$23,765.34                 |                     | \$0.00               |
| Nagle Avenue                       |   |      |              |             |                             |                              |                            |                             |                             |                     |                      |
| 16.                                | Mobilization                                    | LS   | 1            | \$10,000.00 | 1                           | \$10,000.00                  | 1.0                        | 100%                        | \$10,000.00                 | 0.00                | \$0.00               |
| 17.                                | Traffic Control                                 | LS   | 1            | \$1,200.00  | 1                           | \$1,200.00                   | 1.0                        | 100%                        | \$1,200.00                  | 0.00                | \$0.00               |
| 18.                                | Inlet Protection (Type D)                       | EA   | 2            | \$100.00    | 0                           | \$0.00                       | 0.0                        | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 19.                                | Furnish & Relay 15" PVC Pipe (SDR-35) Sanitary  | LF   | 24           | \$1,100.00  | 22                          | \$24,200.00                  | 22.0                       | 92%                         | \$24,200.00                 | 0.00                | \$0.00               |
| 20.                                | Reconnect Sanitary Building Service             | EA   | 4            | \$350.00    | 5                           | \$1,750.00                   | 5.0                        | 125%                        | \$1,750.00                  | 0.00                | \$0.00               |
| 21.                                | Furnish & Install Trench Backfill               | TON  | 475          | \$0.01      | 200                         | \$2.00                       | 200.0                      | 42%                         | \$2.00                      | 0.00                | \$0.00               |
| 22.                                | Unclassified Excavation (Incl. Pavement)        | CY   | 59           | \$70.00     | 59                          | \$4,130.00                   | 59.0                       | 100%                        | \$4,130.00                  | 0.00                | \$0.00               |
| 23.                                | Sawing Concrete or Asphalt Pavement, Full Depth | LF   | 252          | \$6.50      | 263                         | \$1,709.50                   | 263.0                      | 104%                        | \$1,709.50                  | 0.00                | \$0.00               |
| 24.                                | 6" Crushed Aggregate Base Course (1-1/4")       | SY   | 146          | \$5.00      | 146                         | \$730.00                     | 146.0                      | 100%                        | \$730.00                    | 0.00                | \$0.00               |
| 25.                                | 8" Concrete Pavement                            | SY   | 146          | \$88.61     | 164                         | \$14,532.04                  | 164.0                      | 112%                        | \$14,532.04                 | 0.00                | \$0.00               |
| 26.                                | 3/4" Epoxy Coated Tie Bars (Includes Drilling)  | EA   | 84           | \$10.00     | 90                          | \$900.00                     | 90.0                       | 107%                        | \$900.00                    | 0.00                | \$0.00               |
| 27.                                | Televising Sanitary Sewer                       | LF   | 405          | \$2.50      | 377                         | \$942.50                     | 377.0                      | 93%                         | \$942.50                    | 0.00                | \$0.00               |
| Subtotal Items 16-27               |   |      |              |             |                             | \$60,096.04                  |                            |                             | \$60,096.04                 |                     | \$0.00               |

Contractor: Kip Gulseth Construction Company Inc.

CONTRACT AMOUNT: \$299,845.73

CONTRACT DATE: June 20, 2023

COMPLETION DATE: August 18, 2023

Change Order #1-Final: (\$4,552.03)  
 \$295,293.70

| 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 |
|-----------------------------|--|------|--------------|------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|---------------------|----------------------|
| South 16th Street Peninsula |  |      |              |            |                             |                              |                            |                             |                             |                     |                      |
| 28.                         | Mobilization   | LS   | 1            | \$9,500.00 | 1                           | \$9,500.00                   | 1.0 *                      | 100%                        | \$9,500.00                  | 0.00                | \$0.00               |
| 29.                         | Traffic Control  | LS   | 1            | \$1,200.00 | 1                           | \$1,200.00                   | 1.0 *                      | 100%                        | \$1,200.00                  | 0.00                | \$0.00               |
| 30.                         | Inlet Protection (Type D)  | EA   | 1            | \$100.00   | 0                           | \$0.00                       | 0.0 *                      | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 31.                         | Furnish & Install 12" PVC Sanitary Sewer Pipe (SDR-35)             | LF   | 447          | \$168.00   | 440                         | \$73,920.00                  | 440.0 *                    | 98%                         | \$73,920.00                 | 0.00                | \$0.00               |
| 32.                         | Furnish & Install 8" PVC Sanitary Sewer Pipe (SDR-35)              | LF   | 25           | \$120.00   | 24                          | \$2,880.00                   | 24.0 *                     | 96%                         | \$2,880.00                  | 0.00                | \$0.00               |
| 33.                         | Reconnect Sanitary Building Service                                | EA   | 5.00         | \$350.00   | 4                           | \$1,400.00                   | 4.0 *                      | 80%                         | \$1,400.00                  | 0.00                | \$0.00               |
| 34.                         | Furnish & Install Standard Manhole, Type 1, Sanitary               | VF   | 34.87        | \$415.00   | 34.65                       | \$14,379.75                  | 34.65 *                    | 99%                         | \$14,379.75                 | 0.00                | \$0.00               |
| 35.                         | Furnish & Install Type "J" Casting (R-1550-A) w/T-Gasket, Sanitary | EA   | 4            | \$625.00   | 4                           | \$2,500.00                   | 4.0 *                      | 100%                        | \$2,500.00                  | 0.00                | \$0.00               |
| 36.                         | Furnish & Install Trench Backfill                                  | TON  | 2,120        | \$0.01     | 500                         | \$5.00                       | 500.0 *                    | 24%                         | \$5.00                      | 0.00                | \$0.00               |
| 37.                         | Remove Manhole   | EA   | 5.00         | \$1,000.00 | 5                           | \$5,000.00                   | 5.0 *                      | 100%                        | \$5,000.00                  | 0.00                | \$0.00               |
| 38.                         | Remove Sanitary Pipe   | LF   | 468          | \$5.00     | 464                         | \$2,320.00                   | 464.0 *                    | 99%                         | \$2,320.00                  | 0.00                | \$0.00               |
| 39.                         | Unclassified Excavation (5" Asphalt & 12" CABC)                    | CY   | 524          | \$22.50    | 463                         | \$10,417.50                  | 463.0 *                    | 88%                         | \$10,417.50                 | 0.00                | \$0.00               |
| 40.                         | Sawing Asphalt Pavement, Full Depth                                | LF   | 338          | \$6.50     | 437                         | \$2,840.50                   | 437.0 *                    | 129%                        | \$2,840.50                  | 0.00                | \$0.00               |
| 41.                         | 12" Crushed Aggregate Base Course (1-1/4" )                        | SY   | 1,125        | \$8.75     | 996                         | \$8,715.00                   | 996.0 *                    | 89%                         | \$8,715.00                  | 0.00                | \$0.00               |
| 42.                         | 5" H.M.A. Pavement, Type 3LT 58-28S                                | TON  | 306          | \$137.15   | 320.8                       | \$44,001.83                  | 320.83 *                   | 105%                        | \$44,001.83                 | 0.00                | \$0.00               |
| 43.                         | Tack Coat  | GAL  | 50           | \$3.85     | 0                           | \$0.00                       | 0.0 *                      | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 44.                         | Televising Sanitary Sewer  | LF   | 492          | \$2.50     | 492                         | \$1,230.00                   | 492.0 *                    | 100%                        | \$1,230.00                  | 0.00                | \$0.00               |
| Subtotal Items 28-44        |  |      |              |            |                             | \$180,309.58                 |                            |                             | \$180,309.58                |                     | \$0.00               |
| Viebahn Street - 1600 Block |  |      |              |            |                             |                              |                            |                             |                             |                     |                      |
| 45.                         | Mobilization   | LS   | 1            | \$7,750.00 | 1                           | \$7,750.00                   | 1 *                        | 100%                        | \$7,750.00                  | 0.00                | \$0.00               |
| 46.                         | Traffic Control  | LS   | 1            | \$800.00   | 1                           | \$800.00                     | 1.00 *                     | 100%                        | \$800.00                    | 0.00                | \$0.00               |
| 47.                         | Furnish & Relay 8" PVC Pipe (SDR-35) Sanitary                      | LF   | 8            | \$550.00   | 8                           | \$4,400.00                   | 8.00 *                     | 100%                        | \$4,400.00                  | 0.00                | \$0.00               |
| 48.                         | Reconnect Sanitary Building Service                                | EA   | 2            | \$350.00   | 2                           | \$700.00                     | 2.00 *                     | 100%                        | \$700.00                    | 0.00                | \$0.00               |
| 49.                         | Furnish & Install Trench Backfill                                  | TON  | 101          | \$0.01     | 22                          | \$0.22                       | 22.00 *                    | 22%                         | \$0.22                      | 0.00                | \$0.00               |
| 50.                         | Unclassified Excavation (Incl. Pavement)                           | CY   | 5            | \$70.00    | 5                           | \$350.00                     | 5.00 *                     | 100%                        | \$350.00                    | 0.00                | \$0.00               |
| 51.                         | Sawing Concrete or Asphalt Pavement, Full Depth                    | LF   | 36           | \$6.50     | 33                          | \$214.50                     | 33.00 *                    | 92%                         | \$214.50                    | 0.00                | \$0.00               |
| 52.                         | Sawing Concrete Driveway or Curb, Full Depth                       | LF   | 25           | \$6.50     | 21                          | \$136.50                     | 21.00 *                    | 84%                         | \$136.50                    | 0.00                | \$0.00               |
| 53.                         | 6" Crushed Aggregate Base Course (1-1/4") Under Asphalt            | SY   | 18           | \$6.00     | 14                          | \$84.00                      | 14.00 *                    | 78%                         | \$84.00                     | 0.00                | \$0.00               |

PAY ESTIMATE WORKSHEET

FOR 2023 Sanitary Sewer Relay Project

CITY OF MANITOWOC CONTRACT NO. WU-23-8

PAY ESTIMATE NO.: 2-Final

DATE: November 15, 2023

Contractor: Kip Gulseth Construction Company Inc.

CONTRACT AMOUNT: \$299,845.73

CONTRACT DATE: June 20, 2023

COMPLETION DATE: August 18, 2023

Change Order #1-Final: (\$4,552.03)

\$295,293.70

| 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 |
|-----------------------------------|---|------|--------------|------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|---------------------|----------------------|
| 54.                               | 4" H.M.A. Pavement, Type 4LT 58-28S                 | SY   | 18           | \$192.30   | 14                          | \$2,692.20                   | 14.00 *                    | 78%                         | \$2,692.20                  | 0.00                | \$0.00               |
| 55.                               | 30" Concrete Curb & Gutter - Type D (R&R) w/6" CABC | LF   | 20           | \$65.00    | 21                          | \$1,365.00                   | 21.00 *                    | 105%                        | \$1,365.00                  | 0.00                | \$0.00               |
| 56.                               | 6" Concrete Driveway (R&R) W/2" CABC                | SF   | 108          | \$12.50    | 112                         | \$1,400.00                   | 112.00 *                   | 104%                        | \$1,400.00                  | 0.00                | \$0.00               |
| 57.                               | 3/4" Epoxy Coated Tie Bars (Includes Drilling)      | EA   | 4            | \$10.00    | 4                           | \$40.00                      | 4.00 *                     | 100%                        | \$40.00                     | 0.00                | \$0.00               |
| 58.                               | 3" Pulverized Topsoil,                              | SY   | 8            | \$25.00    | 4                           | \$100.00                     | 4.00 *                     | 50%                         | \$100.00                    | 0.00                | \$0.00               |
| 59.                               | Seed, Fertilizer, Erosion Mat & Water               | SY   | 8            | \$6.25     | 4                           | \$25.00                      | 4.00 *                     | 50%                         | \$25.00                     | 0.00                | \$0.00               |
| 60.                               | Televising Sanitary Sewer                           | LF   | 264          | \$2.50     | 264                         | \$660.00                     | 264 *                      | 100%                        | \$660.00                    | 0.00                | \$0.00               |
| Subtotal Items 45-60              |   |      |              |            |                             | \$20,717.42                  |                            |                             | \$20,717.42                 |                     | \$0.00               |
| South 11th Street - 2200 Block    |   |      |              |            |                             |                              |                            |                             |                             |                     |                      |
| 61.                               | Mobilization  | LS   | 1            | \$4,250.00 | 1                           | \$4,250.00                   | 1.0 *                      | 100%                        | \$4,250.00                  | 0.00                | \$0.00               |
| 62.                               | Traffic Control                                     | LS   | 1            | \$800.00   | 1                           | \$800.00                     | 1.0 *                      | 100%                        | \$800.00                    | 0.00                | \$0.00               |
| 63.                               | Inlet Protection (Type D)                           | EA   | 1            | \$100.00   | 0                           | \$0.00                       | 0.0 *                      | 0%                          | \$0.00                      | 0.00                | \$0.00               |
| 64.                               | Furnish & Install Wye Saddle                        | EA   | 1            | \$2,500.00 | 1                           | \$2,500.00                   | 1.0 *                      | 100%                        | \$2,500.00                  | 0.00                | \$0.00               |
| 65.                               | Reconnect Sanitary Building Service                 | EA   | 1            | \$350.00   | 1                           | \$350.00                     | 1.0 *                      | 100%                        | \$350.00                    | 0.00                | \$0.00               |
| 66.                               | Furnish & Install Trench Backfill                   | TON  | 26           | \$0.01     | 22                          | \$0.22                       | 22.0 *                     | 85%                         | \$0.22                      | 0.00                | \$0.00               |
| 67.                               | Unclassified Excavation (Incl. Pavement)            | CY   | 2            | \$70.00    | 2                           | \$140.00                     | 2.0 *                      | 100%                        | \$140.00                    | 0.00                | \$0.00               |
| 68.                               | Sawing Concrete or Asphalt Pavement, Full Depth     | LF   | 36           | \$6.50     | 36                          | \$234.00                     | 36.0 *                     | 100%                        | \$234.00                    | 0.00                | \$0.00               |
| 69.                               | 6" Crushed Aggregate Base Course (1-1/4")           | SY   | 9            | \$6.00     | 9                           | \$54.00                      | 9.0 *                      | 100%                        | \$54.00                     | 0.00                | \$0.00               |
| 70.                               | 3" H.M.A. Pavement, Type 4LT 58-28S                 | SY   | 9            | \$189.40   | 9                           | \$1,704.60                   | 9.0 *                      | 100%                        | \$1,704.60                  | 0.00                | \$0.00               |
| 71.                               | Televising Sanitary Sewer                           | LF   | 149          | \$2.50     | 149                         | \$372.50                     | 149.0 *                    | 100%                        | \$372.50                    | 0.00                | \$0.00               |
| Subtotal Items 61-71              |   |      |              |            |                             | \$10,405.32                  |                            |                             | \$10,405.32                 |                     | \$0.00               |
| <b>TOTAL FOR CONTRACT WU-23-8</b> |   |      |              |            |                             | <b>\$295,293.70</b>          |                            |                             | <b>\$295,293.70</b>         |                     | <b>\$0.00</b>        |
| <b>TOTAL PAYMENT</b>              |   |      |              |            |                             | <b>97.5%</b>                 | <b>\$287,797.56</b>        | <b>100.0%</b>               | <b>\$295,293.70</b>         | <b>100.0%</b>       | <b>\$7,496.14</b>    |

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

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

O.K. to Pay  
 G.J.M.  
 2/5/24

FINAL PAYMENT LIEN WAIVER

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned Kip Gulsch Construction Co Inc

as General Contractor, entered into a Contract with the City of Manitowoc for the complete construction of

WU-23-8 Sanitary Sewer Relay

\_\_\_\_\_ , 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

Kip Gulsch the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against the City of Manitowoc, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, sub-contractors and materialmen have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless the City of Manitowoc from any matter or thing arising from the filing of claims or liens by any workman, sub-contractor or materialmen in connection with the work performed.

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

This 2<sup>nd</sup> day of August, 2023.

[Signature]  
Contractor

Witness: [Signature]



1930 Johnston Dr. Manitowoc, WI 54220  
Office (920)684-0144 Fax (920)682-0685

RECEIVED

OCT 27 2023

Per BFS#252-23  
Q23-129

### Lien Waiver

The undersigned Contractor, pursuant to §779.05(1), Wis. Stats., hereby waives the right to claim a lien for labor, services or materials furnished to the City of Manitowoc on the following described project:

WU-23-08 Sewer Relay

This Waiver of Lien is unconditional. This waiver includes the waiver of lien rights for charges for labor, services, or materials furnished before and after the date specified below. The undersigned contractor agrees to indemnify and hold the City of Manitowoc harmless from any and all liens on the project described above arising out of work by or for the undersigned.

Dated this 25<sup>th</sup> day of October, 2023.

Company Name: Barricade Flasher Service By: Jim Lampman

Address: 6610 S 13<sup>th</sup> St. Oak Creek, WI 53154 Printed Name: Tim Lampman

Witness: [Signature] Date: 10/25/2023

# FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 12, 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: **City of Manitowoc 2023 Sanitary Sewer Relay, Project WU-23-8 (NEA #617842)**  
 Legal description attached.

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

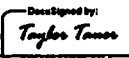

**GULSETH CONSTRUCTION CO., INC**  
**1930 Johnston Dr.**  
**Manitowoc, WI 54220**

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:    
 (signature)

Authorized Agent's Name: Taylor Tauer  
 (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.



1930 Johnston Dr. Manitowoc, WI 54220  
Office (920)684-0144 Fax (920)682-0685

## Lien Waiver

The undersigned Contractor, pursuant to §779.05(1), Wis. Stats., hereby waives the right to claim a lien for labor, services or materials furnished to the City of Manitowoc on the following described project:

WU-23-08 Sewer Relay

This Waiver of Lien is unconditional. This waiver includes the waiver of lien rights for charges for labor, services, or materials furnished before and after the date specified below. The undersigned contractor agrees to indemnify and hold the City of Manitowoc harmless from any and all liens on the project described above arising out of work by or for the undersigned.

Dated this 1/22 day of, 20 24.

Company Name: Aqualis

By: Jonathan McLeod

Address: PO Box 670612 Dallas, TX 75267

Printed Name: Jonathan McLeod

Witness: N. Russell

Date: 1/22/2024





1930 Johnston Dr. Manitowoc, WI 54220  
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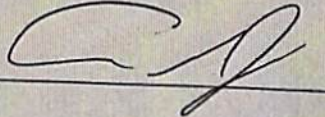
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Dated this 2 day of <sup>Feb</sup> 2024.

Company Name: SC Concrete By: 

Address: PO Box 1923 Manitowoc, WI 54220 Printed Name: Anthony Seiler Jr.

Witness: Adley M. Si Date: 2/3/24



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Dated this 22 day of January, 2024.

Company Name: Hard Rock Sawing & Drilling Specialist Co.

By: Mary E. Dvoratchek

Address: PO Box 718 Keshena WI 54135 Printed Name: Mary E Dvoratchek

Witness: [Signature] Date: 1-22-24