



**City of Neenah  
Board of Public Works Agenda  
Tuesday, April 23, 2019, 12:00 p.m.  
Neenah City Hall  
Hauser Room**

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Approval of the minutes of the April 9, 2019 meeting. (Minutes can be found on the City web site)
- II. Organization
  - A. Elect Chairman (Mayor Kaufert) and Vice Chairman
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Public Works
    1. Award Contract 4-19 for Concrete Pavement and Sidewalk Repair.
  - B. Parks & Recreation
    1. Washington Park Phase 3 Pay Request No. 1 to R & R Wash, Ripon in the amount of \$166,958.70.
  - C. Water Department
    1. Final Payment for Towerview Drive Elevated Tank Reconditioning to L. C. United Painting Co., Inc. in the amount of \$11,049.50.
    2. Pay Request No. 3 for the Chemical Storage and Feed Modifications project to August Winter & Sons, Inc. in the amount of \$122,117.35.
- IV. Any announcements/questions for the Board.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106** or e-mail [attorney@ci.neenah.wi.us](mailto:attorney@ci.neenah.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting  
Tuesday, April 9, 2019 – 12:00 p.m.  
Hauser Room**

**MEMBERS PRESENT:** Mayor Kaufert, City Attorney Godlewski, Director of Finance Easker, Director of Public Works Kaiser, Director of Community Development & Assessment Haese, Alderman Bates and Hillstrom.

**ALSO PRESENT:** Clerk Sturn, Deputy Director of Community Development & Assessment Brad Schmidt and Forrest Bates.

Chairman Kaufert called the meeting to order at 12:05 p.m.

**MINUTES: MSC Hillstrom/Kaiser to approve the minutes from the March 27, 2019 Board of Public Works meeting, all voting aye.**

**APPEARANCES:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**Community Development:**

**Integrity Acres Development Agreement:** Dep. Director of Community Development & Assessment Schmidt requested approval of the Integrity Acres Development Agreement. The proposed plat (Integrity Acres) is located west of Woodenshoe Road and south of County Highway G and is broken down into 10 lots plus one outlot for a storm water pond. Dep. Director Schmidt reviewed Exhibit 8 Summary of Developer's Cost, Financing and Financing per Lot. The average lot size is approximately 22,685 square feet which exceeds the minimum lot size for single-family residential lots. The total cost per lot will be approximately \$1,300 per lot. The estimated home cost on these lots is \$300,000 to \$350,000. The Developer is responsible for installing public utilities (water, sanitary, and sewer). Water will be oversized to accommodate future development north and west of this property. The costs associated with oversizing the water main is reimbursed to the developer. City standard requires the lights to be LED. Dir. Kaiser advised that they will give the utilities one winter to settle before installing the 2" mat. **MSC Godlewski/Hillstrom to recommend Council approve the Integrity Acres Development Agreement, all voting aye.**

**MSC Hillstrom/Kaiser to adjourn at 12:18 p.m., all voting aye.**

Respectfully Submitted,



Patricia A. Sturn  
City Clerk

**CITY OF NEENAH**

Budgeted Amount:	\$480,000
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**Concrete Pavement and Sidewalk Repair**

**Bid Tab for Contract 4-19**

**April 17, 2019 - 9:00 AM**

DESCRIPTION	APPROXIMATE QUANTITY	Sommers Const-Shiocton		Al Dix Concrete-Kaukauna	
		Total	\$576,025.00	Total	\$614,275.00
		Unit Price	Cost	Unit Price	Cost
1. Concrete Sidewalk / Driveway Apron Removal	13,000 Sq. Ft.	\$1.15	\$14,950.00	\$2.00	\$26,000.00
2. Concrete Curb and Gutter Removal	300 Lin. Ft.	\$8.00	\$2,400.00	\$5.00	\$1,500.00
3. Furnish and Install 4" Concrete Sidewalk	11,000 Sq. Ft.	\$5.65	\$62,150.00	\$5.50	\$60,500.00
4. Furnish and Install 6" Concrete Sidewalk & Driveway	2,000 Sq. Ft.	\$6.75	\$13,500.00	\$6.50	\$13,000.00
5. Furnish and Install 5" Concrete Trail (8' wide)	20,000 Sq. Ft.	\$6.95	\$139,000.00	\$5.00	\$100,000.00
6. Furnish and Install Concrete Curb & Gutter	300 Lin. Ft.	\$40.00	\$12,000.00	\$70.00	\$21,000.00
7. 8" Concrete Pavement Repair	2,000 Sq. Yds.	\$75.00	\$150,000.00	\$85.00	\$170,000.00
8. 8" Concrete Pavement Repair HES (7 bag)	200 Sq. Yds.	\$75.00	\$15,000.00	\$87.00	\$17,400.00
9. 8" Concrete Pavement Repair HES (9 bag)	200 Sq. Yds.	\$75.00	\$15,000.00	\$89.00	\$17,800.00
10. 9" Concrete Pavement Repair HES (9 bag)	100 Sq. Yds.	\$85.00	\$8,500.00	\$92.00	\$9,200.00
11. Full Depth Saw Cut (concrete pavement)	5,000 Lin. Ft.	\$2.50	\$12,500.00	\$4.00	\$20,000.00
12. Furnish and Install Drilled Tie Bars	2,000 Each	\$7.00	\$14,000.00	\$10.00	\$20,000.00
13. Furnish and Install Drilled Dowel Bars	3,000 Each	\$13.00	\$39,000.00	\$14.00	\$42,000.00
14. Furnish and Install Cross Stitch	75 Each	\$42.00	\$3,150.00	\$45.00	\$3,375.00
15. 1/2 inch rods (in place)	500 Lin. Ft.	\$1.50	\$750.00	\$2.00	\$1,000.00
16. Adjust Catch Basin	15 Each	\$400.00	\$6,000.00	\$500.00	\$7,500.00
17. Adjust Manholes	40 Each	\$400.00	\$16,000.00	\$500.00	\$20,000.00
18. Install Detectable Warning Field (Supplied by City)	10 Each	\$50.00	\$500.00	\$50.00	\$500.00
19. Route and seal existing crack	250 Lin. Ft.	\$4.50	\$1,125.00	\$10.00	\$2,500.00
20. Terracing, Seed, Mulch, Fertilizing	3,000 Sq. Yds.	\$8.50	\$25,500.00	\$12.00	\$36,000.00
21. Traffic Control	1 L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
<b>TOTAL</b>			<b>\$576,025.00</b>		<b>\$614,275.00</b>

**R&R WASH MATERIALS, INC.**

1110 Dartford Road, Ripon, WI 54971

920-748-6873

Fax – 920-748-7165

Email – [rlam@centurytel.net](mailto:rlam@centurytel.net)

Website – [www.rrwashmaterials.com](http://www.rrwashmaterials.com)

April 16, 2019

City of Neenah

ATTN; Michael Kading – email - [MKading@ci.neenah.wi.us](mailto:MKading@ci.neenah.wi.us)

CC: Ayres Associates – Blake – email - [theisenb@ayresassociates.com](mailto:theisenb@ayresassociates.com)

RE: Washington Park Phase 3 Pay Request #1

Hello Michael,

Item #40 – Pinnacle Plumbing is for Materials & Supplies

Item #42 – Pollesch Construction for HuffCutt

Any questions please call Jeff Washkovick at 920-572-4109.

Sincerely,

Brenda M. Washkovick, Secretary

*“The road to success is always under construction”*

**EQUAL OPPORTUNITY EMPLOYER**

**REQUEST AND CERTIFICATE FOR PAYMENT**

PROJECT: Washington Park Phase III

ENGINEER: Ayres Associates

SUBCONTRACTOR: \_\_\_\_\_

ENGINEERS PROJECT NO: \_\_\_\_\_

CONTRACTOR: R&R Wash Materials, Inc.  
1110 Dartford Road, Ripon, WI 54971

CONTRACT NO.: \_\_\_\_\_

REQUEST DATE: April 16, 2019 REQUEST NO: 1

PERIOD FROM: April 8, 2019 TO: April 16, 2019

Request is made for Payment, as shown below, in connection with the Contract. CONTINUATION SHEET, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$1,146,206.04

Net change by Change Orders \$-

CONTRACT SUM TO DATE \$1,146,206.04

TOTAL COMPLETED AND STORED TO DATE \$175,746.00

RETAINAGE 5.0% of Completed and Stored to Date \$8,787.30

TOTAL EARNED LESS RETAINAGE \$166,958.70

LESS 1% BID BOND COST \_\_\_\_\_

LESS PREVIOUS CERTIFICATES FOR PAYMENT \_\_\_\_\_

CURRENT PAYMENT DUE \$166,958.70

CHANGE ORDER SUMMARY		
Change Orders approved previously	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	\$0.00
Subsequent Change Orders		
Number Approved (date)		
TOTALS	\$0.00	\$0.00

Net change by Change Orders \$0.00

State of: Wisconsin County of: Winneshago

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor : R&R Wash Materials, Inc.

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

**APPROVED**  
 By Blake Theisen at 8:32 pm, Apr 16, 2019

By: Jeff Washkovick

Date: April 16, 2019

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ITEM NO. (A)	DESCRIPTION OF WORK (B)	SCHEDULED QUANTITY (C)	UNIT (D)	PRICE (E)	Work Completed		Total Completed and Stored to Date (E+F+G)		% Com	
					Previous Request (E)	This Request (F)	Quantity	Amount		Quantity
1	Mobilization	1	LS	\$64,000.00		0.3	\$19,200.00	0.3	\$19,200.00	
2	Erosion Control	1	LS	\$7,300.00		0.4	\$2,920.00	0.4	\$2,920.00	
3	Demolition	1	LS	\$20,900.00		0.5	\$10,450.00	0.5	\$10,450.00	
4	Earthwork	1	LS	\$80,800.00		0.25	\$20,200.00	0.25	\$20,200.00	
5	Base Aggregate Dense	4000	Ton	\$12.75						
6	Clear Stone	500	Ton	\$14.00						
7	Asphalt Pavement	910	Ton	\$109.00						
8	Concrete Pavement, 4"	9843	SF	\$5.10						
9	Concrete Pavement, 5"	4583	SF	\$5.50						
11	Concrete Pavement, 5" Reinforced, Colored	2846	SF	\$14.35						
12	Concrete Pavement, 6"	237	SF	\$10.20						
13	Std Concrete Curb and Gutter, 18"	32	LF	\$50.00						
14	Std Concrete Curb and Gutter, 30"	10	LF	\$50.00						
15	Detachable Warning Panels	20	SF	\$30.00						
16	4" Underdrain	704	LF	\$25.20						
17	6" Underdrain	160	LF	\$36.70						
18	4" PVC Storm Pipe	165	LF	\$36.90						
19	6" PVC Storm Pipe	160	LF	\$37.00						
20	8" PVC Storm Pipe	409	LF	\$38.00						
21	10" PVC Storm Pipe	244	LF	\$40.00						
22	24" HDPE Storm Pipe	724	LF	\$55.00		500	\$27,500.00	500	\$27,500.00	
23	Yard Inlet	3	EA	\$1,650.00						
24	24" Inlet	9	EA	\$1,280.00						
25	Storm Manhole	2	EA	\$2,000.00		1	\$2,000.00	1	\$2,000.00	
26	Connect to Manhole	7	EA	\$1,250.00		4	\$5,000.00	4	\$5,000.00	
27	6" Sanitary Service	188	LF	\$47.00		188	\$8,836.00	188	\$8,836.00	
28	Tap Watermain	1	EA	\$4,300.00		1	\$4,300.00	1	\$4,300.00	
29	Water Service, 4"	276	LF	\$51.00		120	\$6,120.00	120	\$6,120.00	
30	Water Service, 3"	230	LF	\$46.00						
31	Foul Pole	2	EA	\$1,500.00						
32	Bleachers	3	EA	\$3,000.00						
33	Player Bench	5	EA	\$1,120.00						
34	Tennis/Pickleball Court Surfacing	18688	SF	\$1.00						
35	Tennis Equipment	2	EA	\$890.00						
36	Pickleball Equipment	2	EA	\$890.00						
37	Shade Structure - Type 1	2	EA	\$10,000.00						
38	Shade Structure - Type 2	2	EA	\$12,000.00						
39	Shade Structure - Type 3	2	EA	\$10,000.00						
40	Splash Pad Installation	1	LS	\$58,000.00		0.25	\$14,500.00	0.25	\$14,500.00	
41	Splash Pad Signage	1	EA	\$700.00						
42	Restroom/Concession Building	1	LS	\$136,800.00		0.4	\$54,720.00	0.4	\$54,720.00	
43	Building Service Hookups	1	LS	\$24,500.00						
44	Picnic Tables - Type 1 Splash Pad	6	EA	\$400.00						
45	Picnic Tables - Type 2 70" Rectangular	8	EA	\$525.00						
46	Picnic Tables - Type 3 Pub Style	8	EA	\$400.00						
47	Bike Rack - Type 1	15	EA	\$160.00						





NOTICE OF ACCEPTABILITY OF WORK

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**PROJECT:** Towerview Drive Elevated Tank Reconditioning  
**OWNER:** City of Neenah Water Utility  
**CONTRACTOR:** L.C. United Painting Co, Inc.  
**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:** January 25, 2018  
**ENGINEER:** Ruekert & Mielke, Inc.  
**NOTICE DATE:** April 5, 2019

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**To:** Tony Mach  
**City of Neenah Water Utility**

**And To:** Kanto Lulaj  
**L.C. United Painting Co, Inc.**

**From:** Ruekert & Mielke, Inc.  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth as follows:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

**By:** Taryn S. Nall, P.E.  
**Title:** Senior Project Manager  
**Dated:** April 5, 2019

# Contractor's Application for Payment No. 2 FINAL

Application Date: 4/2/2019 From (Contractor): City of Neenah Water Utility Contact: Anthony L. Misch Project: Towerview Drive Elevated Tank Reconditioning Owner's Contract No.:	Application Period: November 30, 2018 - April 2, 2019 Via (Engineer): Ruekert & Mielke, Inc. Contact: Terry S. Nail, P.E. Address: 650 East Jackson Street, P.O. Box 150 Oconto Falls, WI 54154 Engineer's Project No.: 8316-10000.300
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### Change Order Summary

Approved Change Orders	Additions	Deductions
Number	(Enter as Positive Number)	(Enter as Positive Number)
1	\$2,760.00	
2	\$6,760.00	
3	\$2,420.00	
<b>TOTALS</b>		
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$13,960.00</b>

1. ORIGINAL CONTRACT PRICE ..... \$ 220,000.00
2. Net change by Change Orders ..... \$ 13,960.00
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) ..... \$ 233,960.00
4. TOTAL COMPLETED TO DATE  
(Column L Total on Progress Estimates) ..... \$ 233,760.00
5. RETAINAGE:
  - a. 6% X \$116,980.00 Work Completed ... \$ 6,849.60
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) - \$ 6,849.60
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) ..... \$ 233,760.00
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) ..... \$ 222,790.60
9. AMOUNT DUE THIS APPLICATION ..... \$ 11,049.60

<b>Contractor's Certification</b> The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: <u>Karbo July</u> Date: <u>4-5-2019</u>
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Payment of: \$	\$11,049.60
(Line 9 or other - attach explanation of the other amount)	
Recommended by:	<u>Terry S. Nail, P.E.</u> Terry S. Nail, P.E. (Engineer) (Date) 4/4/2019
Payment of: \$	_____
(Line 9 or other - attach explanation of the other amount)	
Approved by:	_____ (Owner) (Date) _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment No. 2 FINAL**

Application Period: November 30, 2018 - April 2, 2019										Application Date: 4/2/2019		
For (Project): Towerview Drive Elevated Tank Reconditioning										Engineer's Project No.: 8316-10000.300		
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
1	Repairs and modifications	L.S.	1.00	\$ 11,800.00	\$ 11,800.00	1.00	\$ 11,800.00		\$ -	1.00	\$ 11,800.00	
2	Exterior painting	L.S.	1.00	\$ 64,000.00	\$ 64,000.00	1.00	\$ 64,000.00		\$ -	1.00	\$ 64,000.00	
3	Wet interior painting	L.S.	1.00	\$ 92,000.00	\$ 92,000.00	1.00	\$ 92,000.00		\$ -	1.00	\$ 92,000.00	
4	Dry interior painting	L.S.	1.00	\$ 33,000.00	\$ 33,000.00	1.00	\$ 33,000.00		\$ -	1.00	\$ 33,000.00	
5	Pvt filling	EA	20.00	\$ 10.00	\$ 200.00		\$ -		\$ -		\$ -	
6	Script lettering	L.S.	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	
<b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 6)</b>												
<b>MANDATORY ALTERNATE BIDS</b>												
MA-7	WHBY equipment removal	L.S.	1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00		\$ -	1.00	\$ 6,000.00	
MA-8	Exterior graphic logo	L.S.	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00	
<b>TOTAL BID ITEMS</b>												
<b>ADDITIONAL ITEMS</b>												
CO-1	Construct overflow pipe	L.S.	1	\$ 2,780.00	\$ 2,780.00		\$ -	1.00	\$ 2,780.00	1.00	\$ 2,780.00	
CO-2	Provide handrail for cellular providers	L.S.	1	\$ 8,780.00	\$ 8,780.00	1.00	\$ 8,780.00		\$ -	1.00	\$ 8,780.00	
CO-3	Weld cathodic protection hardware	L.S.	1	\$ 2,420.00	\$ 2,420.00		\$ -	1.00	\$ 2,420.00	1.00	\$ 2,420.00	
<b>TOTAL ADDITIONAL ITEMS</b>												
<b>TOTAL ALL ITEMS</b>												
<b>\$ 233,980.00</b>												

**CONSENT TO FINAL PAYMENT  
BY WESTFIELD INSURANCE COMPANY**

WESTFIELD INSURANCE COMPANY BOND NO. 8412628

TO OBLIGEE: City of Neenah Water Utility

OBLIGEE'S PROJECT NO.: \_\_\_\_\_

211 Walnut Street

Neenah, WI 54957

DATE OF CONTRACT: January 25, 2018

**PROJECT:**

(Insert name, address and description of Project)

Towerview Drive Elevated Tank Reconditioning

According to the provisions of the Contract between the Obligee and the Contractor as indicated above,  
Westfield Insurance Company, P. O. Box 5001, One Park Circle, Westfield Center, Ohio 44251-5001, as  
Surety on bond of contractor,  
(Insert name and address of Contractor)

L.C. United Painting Co., Inc.

3525 Barbara Drive

Sterling Heights, MI 48310

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor  
shall not relieve Westfield Insurance Company of any of its obligations to the Obligee,  
(Insert name and address of Obligee)

City of Neenah Water Utility

211 Walnut Street

Neenah, WI 54957

as stated in said Surety's bond.

Dated: November 2, 2018

Westfield Insurance Company

By: \_\_\_\_\_

Jane M. Fuller, Attorney-in-fact

Maintenance  
Bond  
Warranty Term  
in years

# Westfield Insurance Co.

Westfield Group <sup>SM</sup> One Park Circle, P O Box 5001  
Westfield Center, OH 44251-5001

Bond Number 8412628

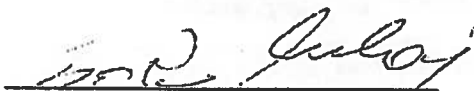
## MAINTENANCE BOND

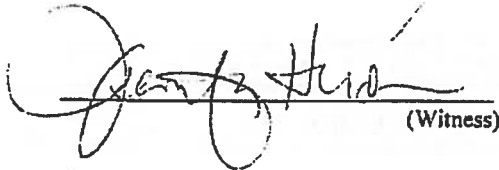
KNOW ALL BY THESE PRESENTS, That we, L.C. United Painting Co., Inc.  
3525 Barbara Dr., Sterling Heights, MI 48310  
as Principal, and WESTFIELD INSURANCE COMPANY, a corporation organized under the laws of the State of  
Ohio and duly authorized to do business in the State of, Ohio as Surety, are held and firmly bound  
unto City of Neenah Water Utility, 211 Walnut Street, Neenah, WI 53957  
as Oblige, in the penal sum of Two Hundred Thirty-one Thousand Five Hundred Sixty and 00/100  
(\$ 231,560.00), to which payment well and truly to be made we do bind ourselves, our and each of our  
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Oblige, dated the 25th day of January,  
2018, a copy of which is hereto attached and made a part hereof, for  
Towerview Drive Elevated Tank Reconditioning

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that  
the work will be free of any defective materials or workmanship which become apparent during the period of one (1)  
year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and  
effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the  
Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 2nd day of November, 2018.

  
(Witness)

  
(Witness)

PRINCIPAL  
L.C. United Painting Co., Inc.

By: Kate Lely (Seal)

WESTFIELD INSURANCE COMPANY

By: Jane M. Waller (Seal)  
Jane M. Waller, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/24/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 2142412 07

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MOGLIA, JR., EDMUND M. GEORGE, JANE M. HALLER, NATALIE A. HEIN, ASHLEY LAPARL, JENNIFER HUDSON, JOINTLY OR SEVERALLY

of BLOOMFIELD HILLS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors, of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of SEPTEMBER A.D., 2018.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina

ss.:

On this 24th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Ketrlik

David A. Ketrlik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of November A.D., 2018



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

**FULL UNCONDITIONAL WAIVER**

My/our contract with L.C. United Painting  
To provide Paint and Paint Related Materials  
2327295, 2327561, 2328240, 2327538  
for improvement of the property described as:

WATER TOWER  
2490 TOWERVIEW DRIVE  
NEENAH, WI 54957

having been fully paid and satisfied, all my/our construction lien rights against  
such property are hereby waived and released.

TNEMEC COMPANY, INC.

BY:

*Linda Roe*

(Signature of Lien Claimant)

ADDRESS: 6800 CORPORATE DRIVE

KANSAS CITY, MO 64120

TELEPHONE: 816-326-4208

SIGNED ON: *July 23, 2018*  
(Date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**SECTION 00 62 76**  
**APPLICATION FOR PAYMENT NO. #3**

To: City of Neenah  
 From: August Winter & Sons, Inc.  
 Contract: Chemical Storage & Feed Mods  
 Project: 3512-18-01  
 For work accomplished through the date of: March 31, 2019

1. Original Contract Price:	474,474.00
2. Add (Deduct) by Revised Quantities:	
3. Net change by Change Orders and Written Amendments (+ or -):	74,968.00-
4. Current Contract Price (1 plus 2 plus 3):	399,506.00
5. Total completed and stored to date:	297,500.00
6. Retainage (per Agreement):	
2.5 % of <del>completed</del> Total Contract work:	\$ 9,987.65
% of stored material:	\$
Total Retainage:	9,987.65
7. Total completed and stored to date less retainage (5 minus 6):	287,512.35
8. Less previous Application for Payments:	165,395.00
9. Due this Application (7 minus 8):	122,117.35

Record of Previous Payments:

1.	1/31/19	112,575.00	4	
2.	2/28/19	52,820.00	5	
3.			6	
Sub-Total		\$ 165,395.00		\$

Accompanying Documentation: \_\_\_\_\_  
 SUBMITTED: \_\_\_\_\_

By: Kurt Van Grinsun Date: 4/09/2019  
 CONTRACTOR (Authorized Signature)

RECOMMENDED:  
 By: Josh Staffed Date: 4/16/19  
 ENGINEER (Authorized Signature)

APPROVED:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 OWNER (Authorized Signature)

APPLICATION FOR PAYMENT



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 26108

To Owner: City of Neenah  
 P O Box 426  
 Neenah, WI 54956

Project: 57618- City of Neenah

From Contractor: August Winter & Sons, Inc. Via Architect: Robert E Lee  
 2323 N. Roemer Road  
 Appleton, WI 54912

Contract For: Chemical Storage & Feed Mods

Application No.: 3

Period To: 3/31/2019

Project Nos: 3512-18-01

Contract Date: 7/17/2018

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

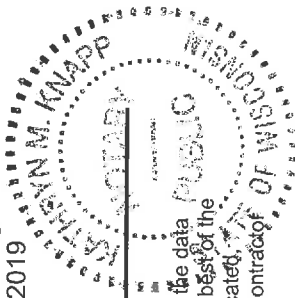
- 1. Original Contract Sum ..... \$474,474.00
- 2. Net Change By Change Order ..... -\$74,968.00
- 3. Contract Sum To Date ..... \$399,506.00
- 4. Total Completed and Stored To Date ..... \$297,500.00
- 5. Retainage:
  - a. 2.50% of Total Contract ..... \$9,987.65
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$9,987.65
- 6. Total Earned Less Retainage ..... \$287,512.35
- 7. Less Previous Certificates For Payments ..... \$165,395.00
- 8. Current Payment Due ..... \$122,117.35
- 9. Balance To Finish, Plus Retainage ..... \$111,993.66

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: Kurt Van Gieson Date: 04/09/19

State of: Wisconsin County of: Outagamie  
 Subscribed and sworn to before me this 9th day of April, 2019  
 Notary Public: Kathryn M Krapp  
 My Commission expires: 5/13/2021



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 122,117.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,685.00	\$77,653.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$2,685.00	\$77,653.00
Net Changes By Change Order	<b>-\$74,968.00</b>	

# CONTINUATION SHEET

**Application and Certification for Payment**, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

**Application No. : 3**  
**Application Date : 03/19/19**  
**To: 03/31/19**  
**Architect's Project No.: 3512-18-01**

**Invoice # : 26108 Contract : 57618- City of Neenah**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
001	Allowances	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
002	FRP storage and day tanks for ferric sulfate	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	2,500.00
003	Polyethylene storage and day tanks for polymer	35,000.00	35,000.00	-10,000.00	0.00	0.00	25,000.00	10,000.00	1,750.00
004	Double wall polyethylene storage and day tanks for HFS acid	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	1,000.00
005	Chemical transfer pumps	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	100.00
006	Perisaltic chemical pumps and accessories	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.00	1,282.65
007	Diaphragm chemical pumps and accessories	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	600.00
008	Freeze proof emergency eyewash and shower	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
009	Emergency eyewash and shower including the mixing valve	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00	0.00
010	Potable hot water and tempered water piping including all va	5,000.00	0.00	3,750.00	0.00	0.00	3,750.00	1,250.00	0.00
011	Chemical supply and feed piping including all required valve	6,000.00	3,000.00	1,500.00	0.00	0.00	4,500.00	1,500.00	150.00
012	Painting work in accordance with Spec 09 90 00	3,000.00	300.00	1,200.00	0.00	0.00	1,500.00	1,500.00	15.00
013	Provide electrical & instrumentation work for chemical stora	100,000.00	10,000.00	40,000.00	0.00	0.00	50,000.00	50,000.00	500.00
014	Asphalt concrete pavement complete	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	1,300.00
015	Concrete site work complete	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00	275.00
016	Landscaping Complete	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	200.00
017	Chain link fence complete	29,000.00	29,000.00	0.00	0.00	0.00	29,000.00	0.00	1,450.00
018	Temporary precast concrete barrier complete	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	50.00
019	All other work for Chemical Storage and feed mods	134,974.00	53,953.00	47,265.00	0.00	0.00	101,218.00	33,756.00	2,697.65
021	CO #1	-77,653.00	-77,653.00	0.00	0.00	0.00	-77,653.00	0.00	-3,882.65
022	CO #2	2,685.00	0.00	2,685.00	0.00	0.00	2,685.00	0.00	0.00
<b>Grand Totals</b>		<b>399,506.00</b>	<b>174,100.00</b>	<b>123,400.00</b>		<b>0.00</b>	<b>297,500.00</b>	<b>102,006.00</b>	<b>9,987.65</b>

## Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of March 1, 2019 and March 31, 2019 to the extent of \$ 122,117.35 only.

(Describe) One hundred twenty two thousand one hundred seventeen dollars & 00/100\*\*

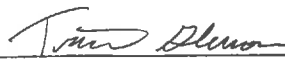
said improvements being done for City of Neenah, Owner  
by August Winter & Sons, Inc., Prime Contractor said lands being situated in  
Winnebago County, Wisconsin, and described as Chemical Storage & Feed Mods

(legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 9th day of April, 2019

**AUGUST WINTER & SONS, INC.**



Secretary  
2323 North Roemer Road, PO BOX 1896  
Appleton, WI 54913

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of: **\$82.00** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.** on the job of: 57618-

located at: **234 S Park Street  
Neenah, WI 54956**

through: 2/19/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM**

Dated: 3-1-19

By: Adaptor Inc  
Company Name

Signature 

---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.  
PO Box 1896  
Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)  
FAX (920)739-4993

For the following Invoices:

Job: 57618-

Invoice: 33006

82.00

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of: **\$29,858.40** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.** on the job of: 57618-

located at: **234 S Park Street  
Neenah, WI 54956**

through: 3/6/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: 3/12/19

By: Belding Tank Technologies Inc.

Company Name

Bart Bylsma / Controller

Signature

BART Bylsma

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)

FAX (920)739-4993

For the following Invoices:

Job: 57618-	Invoice: 22577	8,453.70
Job: 57618-	Invoice: 22578	8,453.70
Job: 57618-	Invoice: 22579	6,475.50
Job: 57618-	Invoice: 22580	6,475.50

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$864.83** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**  
on the job of: 57618-

located at: **234 S Park Street**  
**Neenah, WI 54956**

through: 2/19/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: \_\_\_\_\_

By: Fabick Rents

Company Name

*Fabick Rents*

Signature

*[Handwritten Signature]*

---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)

FAX (920)739-4993

For the following Invoices:

Job: 57618-

Invoice: 497563

864.83

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$30,400.00** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**  
on the job of: 57618-  
located at: **234 S Park Street**  
**Neenah, WI 54956**

through: 1/22/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: 1-22-19

By: Northern Electric Inc

Company Name

James Vercauter

Signature

TREASURER

---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: ar@augustwinter.com

FAX (920)739-4993

For the following Invoices:

Job: 57618-

Invoice: 57618-1

30,400.00

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$531.60** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**

on the job of: 57618-

located at: **234 S Park Street  
Neenah, WI 54956**

through: 3/6/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: 3/12/19

By: Packer Fastener and Supply Inc  
Company Name

Signature



---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)

FAX (920)739-4993

For the following Invoices:

Job: 57618-	Invoice: 429526	247.84
Job: 57618-	Invoice: 428136	254.76
Job: 57618-	Invoice: 428323	29.00



# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$280.64** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**  
on the job of: 57618-

located at: **234 S Park Street**  
**Neenah, WI 54956**

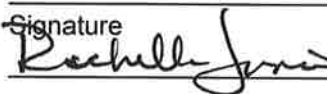
through: 2/22/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM**

Dated: 3/4/19

By: Packer Fastener and Supply Inc  
Company Name

Signature



---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)

FAX (920)739-4993

For the following Invoices:

Job: 57618-

Invoice: 427990

280.64

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

RECEIVED  
FEB 25 2019  
AUGUST WINTER & SONS, INC.

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$492.15** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**

on the job of: 57618-

located at: **234 S Park Street  
Neenah, WI 54956**

through: 2/15/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: 2/20/19

By: Packer Fastener and Supply Inc.

Company Name

  
Signature

---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)

PO Box 1896

FAX (920)739-4993

Appleton, WI 54912-1896

For the following Invoices:

Job: 57618-	Invoice: 425899	246.69
Job: 57618-	Invoice: 426235	196.36
Job: 57618-	Invoice: 426307	49.10

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of:  
**\$264.44** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**  
on the job of: 57618-

located at: **234 S Park Street**  
**Neenah, WI 54956**

through: 2/19/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

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Dated: 2/26/19

By: Packer Fastener and Supply Inc

Company Name

Signature

Jordan Schmitt

---

Please sign and return by mail or fax to:

August Winter & Sons, Inc.

PO Box 1896

Appleton, WI 54912-1896

Email: ar@augustwinter.com

FAX (920)739-4993

For the following Invoices:

Job: 57618-

Invoice: 426476

5.19

Job: 57618-

Invoice: 426533

259.25

KU

# UNCONDITIONAL WAIVER AND RELEASE PROGRESS PAYMENT

Job Number: 57618-

Job Name: City of Neenah

The undersigned has been paid and has received a progress payment in the sum of: **\$683.80** for labor, service, equipment or material furnished to **August Winter and Sons, Inc.** on the job of: 57618- located at: **234 S Park Street  
Neenah, WI 54956**

through: 1/22/2019 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM**

Dated: 1/29/19

By: Packer Fastener and Supply Inc.  
Company Name

Signature  
Rachel Jones

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Please sign and return by mail or fax to:

August Winter & Sons, Inc.  
PO Box 1896  
Appleton, WI 54912-1896

Email: [ar@augustwinter.com](mailto:ar@augustwinter.com)  
FAX (920)739-4993

For the following Invoices:

Job: 57618-	Invoice: 421760	109.69
Job: 57618-	Invoice: 422846	308.83
Job: 57618-	Invoice: 422980	265.28