

URGENT! PLEASE READ REVISED MONTHLY REQUIREMENTS!

MONTHLY PAYMENT REQUEST REQUIREMENTS & OTHER DOCUMENTS

On or before the **20th of Each Month** subcontractor pay applications (see attached forms) are due to Summit by 9:00a.m. A properly submitted pay application will contain the following documents:

- ◆ Request For Payment And Partial Waiver Of Lien
- ◆ Schedule Of Values
- ◆ Sworn Statement For Contractor And Subcontractor To Owner
- ◆ Waiver And Release Of Liens (as required)

REQUEST FOR PAYMENT AND PARTIAL WAIVER OF LIEN

The bottom part of this form shall serve as **YOUR** partial waiver of lien release. It is to be completed in its entirety and either notarized or witnessed by two persons. Copies of this form may be made but only documents with **ORIGINAL** signatures will be accepted.

SCHEDULE OF VALUES

This form needs to be prepared and returned with the executed Subcontract Agreement. It is to be **UPDATED EVERY MONTH** and serve as an itemized breakdown of the dollar amount being requested on the **REQUEST FOR PAYMENT AND PARTIAL WAIVER OF LIEN FORM (LINE 'C')**. This will be used each month by the Project Manager to approve the amount you are requesting to be funded.

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

This form needs to be completed and submitted by the subcontractor at the time the executed Subcontract Agreement is returned to Summit. Each month the **"TOTAL PREVIOUS PAYMENT TO SUPPLIER"** and **"AMOUNT DUE TO SUPPLIER THIS REQUEST"** must be updated and submitted as part of the pay application. As new suppliers/subcontractors are secured, their names are to be added to the list as well. The subcontractors listed must remain on the Sworn Statement until Summit receives a Final Release.

WAIVER AND RELEASE OF LIEN

The waiver and release forms have become critical documents for owners and their financial institutions. Individual lien releases that correspond to the previous payments should be sent back to Summit within 1-2 days of receiving payment, either by fax or mail. For lower tier subcontractors, release dates should be through the date of the previous month's subcontractor pay application. If a final payment to a supplier/subcontractor has been made, a final lien release is to be obtained and submitted to Summit. Failure to submit the required lien releases in a timely manner will delay the processing of your next payment. If you are unable to execute the release sent to you with your payment, please contact Summit's Accounting Department immediately. Summit reserves the right to revise formats of lien releases at any time to incorporate changes required by an owner of a project or as required by State mandates.

W-9 FORM

This form **MUST** be returned with your executed **SUBCONTRACT AGREEMENT**. Failure to submit this form will result in IRS mandatory backup withholding.

SAMPLE CERTIFICATE OF INSURANCE

The sample certificate should be forwarded to your insurance company to insure that proper coverage and endorsements are secured. You are not authorized to report to any Summit jobsite unless proper proof of insurance has been provided to Summit. Insurance that expires must be replaced immediately. Summit reserves the right to hold payments until proper insurance is on file at our corporate office.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE REQUIREMENTS, PLEASE CONTACT YOUR PROJECT MANAGER IMMEDIATELY.

IF YOU NEED ANY ASSISTANCE WITH THE PAY APPLICATION FORMS, PLEASE CONTACT YOUR PROJECT ACCOUNTANT.

Sworn Statement for Contractor and Subcontractor to Owner

State of _____

Draw Period Ending: _____

County of _____

The affiant (1) _____ being first duly sworn on oath disposes and says that he/she is the (2) _____ of (3) _____ who has an agreement with **SUMMIT CONTRACTING GROUP, INC.**, for (4) _____ on the following described premises in said county in which located (5) _____ and owned by (6) _____. That for the purpose of said agreement, the following persons have been contracted with and have furnished, or are furnishing and preparing material for, and have done or are doing labor and/or materials on said improvement. That there are not persons with contracts for labor and/or materials for said improvement. That there is due and to become said persons, respectively, the amounts set opposite their names for materials or labor as stated. That all lien waivers provided to Owner are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That this statement is made to said Owner for the purpose of procuring from said Owner. (7) _____ payment on said contract, and is full, true and complete statement of all such persons, and of the payments paid, due and to become due them.

(1) Executor's Name (2) Executor's Title (3) Firm Name (4) General Work Description (5) Site Location (6) Owner (7) Payment Type

Name of Supplier Contact Person Phone Number	Contracted For	Total Contract Amount With Supplier	Total Previous Payment To Supplier	Amount Due To Supplier This Request

I agree to furnish Waivers of Lien for all labor and materials under my agreement when demanded.

Subcontractors' Signature

Notary Public Signature

Notary Seal and Stamp

Subscribed and sworn before me this _____ day of _____ 20 _____

The above sworn statement shall be obtained by the General Contractor before each and every payment.

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**JOB NAME
ADDRESS
CITY, STATE ZIP**

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING (S) OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 20____.

(NAME OF CORP. OR COMPANY)

(SIGNATURE) (SEAL)

WITNESS

ADDRESS

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

