



TO: ALL SUBCONTRACTORS
RE: REQUEST FOR FINAL PAYMENT REQUIREMENTS

A properly submitted "Final Request for Payment" will contain the following documents:

- ◆ Final Request For Payment And Conditional Final Release and Waiver
- ◆ Schedule Of Values
- ◆ Sworn Statement For Contractor And Subcontractor To Owner
- ◆ Waiver And Release Of Liens (As Required)

REQUEST FOR FINAL PAYMENT AND CONDITIONAL FINAL RELEASE AND WAIVER

The bottom of this form shall serve as your Conditional Final Release and Waiver and is to be completed in it's 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 Final Payment and the Conditional Final Release and Waiver**. This will be used by the Project Manager to approve the amount you are requesting to be funded. The schedule of values **must contain** the categories of Clean Up and Punch Out, each equal to 5% of the total contract amount.

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

This form needs to be partially completed and submitted by the subcontractor at the time the executed Subcontract Agreement is returned to Summit Contractors Group, Inc. The "**Total Previous Payment to Supplier**" and "**Amount due to Supplier this Request**" **must be updated each month**. As new suppliers/subcontractors are secured, their names are to be added to the list. All sub/sub/suppliers should have a zero balance due for your final draw. If not a joint check will be issued for the balance due to any sub/sub/supplier.

WAIVER AND RELEASE OF LIEN

Individual Final Release and Waiver that correspond to the payments on the Sworn Statement for Contractors and Subcontractor to Owner are to be included with the subcontractor's final draw application. If a balance is due to the sub/sub/supplier a Conditional Waiver and Release of Lien must be included. Failure to include required Waiver and Release of Liens with your payment application will delay processing of your Final Request for Payment, as no payment will be made until all releases are obtained. that correspond to the payments reflected on the ***SWORN STATEMENT FOR CONTRACTORS AND SUBCONTRACTOR TO OWNER*** are to be included with the subcontractor's monthly pay application. Release dates should be through the date of the previous month's subcontractor pay application. If a final payment to the supplier/subcontractor has been made, a final lien release is to be obtained. Failure to include required lien releases with your pay application will delay the processing of your request, as no payment will be made until all required lien releases are obtained.

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



6877 Phillips Industrial Blvd. Jacksonville, FL 32256 (904) 268-5515

FINAL REQUEST FOR PAYMENT

DRAW (INVOICE) #: **FINAL**
 DRAW DATE: _____
 PERIOD END DATE: _____
 AGREEMENT#: _____
 PROJECT: _____
 LOCATION: _____

		OFFICE USE ONLY
a)	Amount of original agreement	\$ _____
b)	Net Change Orders #1 thru # _____	\$ _____
c)	Revised agreement amount (a+b)	\$ _____
d)	Work completed to date	\$ _____
e)	Value of stored materials (itemized inventory attached)	\$ _____
f)	Total completed & stored to date (d+e)	\$ _____
g)	Less previous NET applications (line f from previous draw)	\$ _____
h)	Current application (f-g) (RETAINAGE)	\$ _____
j)	Less other deductions (2% state if applicable)	\$ _____
k)	Net amount this request (h-j)	\$ _____

CONDITIONAL FINAL WAIVER AND RELEASE

Pursuant to the agreement between **SUMMIT CONTRACTING GROUP, INC.** and _____ (SUB/VENDOR) for the work on the _____ Subcontractor/Vendor accepts \$ _____ as payment in FULL for all work completed and all materials supplied for the above referenced Project only.

In consideration of this payment from **SUMMIT CONTRACTING GROUP, INC.**, Subcontractor/Vendor hereby waives all lien rights, bond claims and any other claims for labor performed or materials furnished.

The undersigned warrants that no assignment of any liens or claims or the right to perfect a lien against the real property located at the Project by virtue of the receipt of this payment, has or will be made, and the undersigned has the right to execute this Release and Waiver. The undersigned also warrants and affirms that all laborers employed by the Subcontractor/Vendor in connection with the construction of improvements on the above described real property have been paid.

SIGNATURE MUST BE NOTARIZED OR WITNESSED BY TWO PERSONS.

Witness the hand and seal of the undersigned this _____ day of _____, 20_____

Name of Company By: _____
Signature Title

Address Phone

Before me, the undersigned authority, personally appeared _____ who, by me being first duly sworn, did acknowledge that he or she is the _____ of _____ and as such has the authority to execute this document and that the facts stated therein are true.

Dated this _____ date of _____, 20_____. My Commission Expires: _____

STATE OF _____ COUNTY OF _____ Witness: _____

Notary Public

CHECK DELIVERY (CIRCLE ONE) * DELIVER TO JOB SITE * REGULAR MAIL * OVERNIGHT-FEDEX/UPS # _____

OFFICE USE ONLY	W-9 (FED ID #)	SWORN STATEMENT
AGREEMENT _____	INSURANCE _____	PM APPROVAL _____
LICENSES/BOND _____	CO'S _____	VP APPROVAL _____
RELEASES _____	_____	_____

SUBCONTRACTOR NAME: _____ SCHEDULE OF VALUES JOB NAME: _____ JOB NUMBER: _____

APPLICATION NO.:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Agreements where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
	Punch (5% of Scheduled Value Total)	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
	Clean (5% Scheduled Value Total)	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
	GRAND TOTALS	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Sworn Statement for Contractor and Subcontractor to Owner

State of _____

Draw Period Ending: _____

County of _____

The affiant (1) _____ being first duly sworn on oath dispossess 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.

CONDITIONAL FINAL WAIVER AND RELEASE

Pursuant to the contract between SUMMIT CONTRACTING GROUP, INC. and _____ ("Subcontractor/Vendor") for work on the _____ ("Project") Subcontractor/Vendor accepts \$ _____ as payment in full for all work completed and all materials supplied for the above-referenced Project only.

In consideration of this payment from SUMMIT CONTRACTING GROUP, INC., Subcontractor/Vendor hereby waives all lien rights, bond claims and any other claims for labor performed or materials furnished.

The undersigned warrants that no assignment of any liens or claims or the right to perfect a lien against the real property located at the Project by virtue of the receipt of this payment, has or will be made, and the undersigned has the right to execute this Release and Waiver. The undersigned also warrants and affirms that all laborers employed by the undersigned and all bills or invoices for materials and supplies furnished by others to the Subcontractor/Vendor in connection with the construction of improvements on the above-described real property have been paid.

EXCEPT

AMOUNT OWED

- 1.
- 2.

Signed, sealed and delivered this _____ day of _____, 20__.

WITNESSES:

(Subcontractor / Vendor Name)

(name) (date)

(title/position)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC: _____
Typed Name: _____
Commission Expires: _____
Commission No: _____

**SUB-SUBCONTRACTOR / SUPPLIER
FINAL WAIVER AND RELEASE**

Pursuant to the contract between SUMMIT CONTRACTING GROUP, INC. and _____ (“Subcontractor/Vendor”) for work on the _____ (“Project”) the Subcontractor/Vendor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby waive and release in favor of Summit Contracting Group, Inc. any and all lien, right of lien or claim of any kind whatsoever on account of labor, services or materials furnished for or incorporated into the Project.

The undersigned warrants that no assignment of any liens or claims or the right to perfect a lien against the Project has or will be made, and the undersigned has the right to execute this Release and Waiver. The undersigned also warrants and affirms that all laborers employed by the undersigned and all bills or invoices for materials and supplies furnished by others to the Subcontractor/Vendor in connection with the construction of improvements on the Project have been paid.

Signed, sealed and delivered this _____ day of _____, 20__.

WITNESSES:

(Sub-Subcontractor / Supplier)

By: _____

It's _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC: _____
Typed Name: _____
Commission Expires: _____
Commission No: _____