

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.

PARTIAL 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, up to _____ (Date).

In consideration of this payment from SUMMIT CONTRACTING GROUP, INC., the receipt of which is hereby acknowledged, Subcontractor/Vendor hereby waives all lien rights, bond claims and any other claims for labor performed or materials furnished up to Payment Date.

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 as of the Payment Date.

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: _____

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: _____

UNCONDITIONAL FINAL RELEASE AND WAIVER

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. and _____ (Owner) any and all lien, right of lien, right to claim against the payment bond, 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:

(Subcontractor / Vendor)
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: _____

**SUB-SUBCONTRACTOR / SUPPLIER
PARTIAL 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, up to _____ (Date).

In consideration of this payment from SUMMIT CONTRACTING GROUP, INC., the receipt of which is hereby acknowledged, Subcontractor/Vendor hereby waives all lien rights, bond claims and any other claims for labor performed or materials furnished up to Payment Date.

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 as of the Payment Date.

EXCEPT

AMOUNT OWED

- 1.
- 2.

WITNESSES:

	(Sub - Subcontractor / Supplier)
	(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: _____