

## **URGENT! PLEASE READ REVISED MONTHLY REQUIREMENTS!**

### **MONTHLY PAYMENT REQUEST REQUIREMENTS & OTHER DOCUMENTS**

On or before the **20<sup>th</sup> 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.**



6877 Phillips Industrial Blvd. Jacksonville, FL 32256 (904) 288-3300

# REQUEST FOR PAYMENT

DRAW (INVOICE) #: \_\_\_\_\_  
 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 applications (line f from previous draw) .....	\$ _____
h)	Current application (f-g) .....	\$ _____
i)	Less _____ % retainage (h*%) .....	\$ _____
j)	Less other deductions (2% state if applicable) .....	\$ _____
k)	Net amount this request (h-i) .....	\$ _____
l)	Balance to complete agreement (c-f) .....	\$ _____
m)	Job-To-Date Retainage Held .....	\$ _____

## CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN

The undersigned subcontractor acknowledges that there are no additional costs or claims for any extras or additions for labor or material on the described real estate performed to date, except as authorized by signed Change Orders which are included on line "b" below and further certifies that all work performed or materials installed are in accordance with the approved plans and specifications on the contract.

The undersigned certifies that all laborers and materialmen with regard to the job have been fully paid and that none of such laborers and materialmen have any claims, demands or claims of lien against said premises, and the undersigned subcontractor does hereby agree to indemnify and hold harmless Summit Contractors Group, Inc. against any loss or damage, including a reasonable attorney's fee, which it may sustain by reason of placing or filing of liens against said real estate by subcontractor's laborers or materialmen for amounts due them for services performed to date.

This agreement constitutes a partial release of lien to the extent of all monies due and owing, including the cost of additional labor and material for work being performed without a signed Change Order up to date hereof, and further is given in accordance with Governing Mechanics Lien Law and the undersigned subcontractor certifies that he has paid all laborers and materialmen to the date hereof and this agreement constitutes a sworn affidavit inducing Summit Contractors Group, Inc. to make the payment requested.

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
CONTRACT _____	INSURANCE _____	PM APPROVAL _____
LICENSES/BOND _____	CO'S _____	VP APPROVAL _____
RELEASES _____	_____	_____





**CONDITIONAL  
WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_ to Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name  
Job Address  
City, State, Zip

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Subcontractor's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Subcontractor's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

**UNCONDITIONAL  
WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, having received payment in the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_ to Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name  
Job Address  
City, State, Zip

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Subcontractor's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Subcontractor's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

**CONDITIONAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name:  
Street Address  
City, State Zip:

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or material on the job.

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Subcontractor's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Subcontractor's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

**UNCONDITIONAL  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, having received the final payment, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name  
Street Address  
City, State Zip

DATED on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Subcontractor's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Subcontractor's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

**CONDITIONAL  
SUB-SUBCONTRACTOR / SUPPLIER  
WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ (Subcontractor's Name) and Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name:  
Job Address:  
City, State, Zip:

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Sub-Subcontractor's / Supplier's Name)  
By: \_\_\_\_\_  
Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Sub-Subcontractor's / Supplier's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

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**UNCONDITIONAL  
SUB-SUBCONTRACTOR / SUPPLIER  
WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, having received payment in the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through \_\_\_\_\_ to \_\_\_\_\_ and Summit Contractors Group, Inc. on the job \_\_\_\_\_  
(Subcontractor's Name)  
of \_\_\_\_\_, to the following described property:

Job Name:  
Job Address:  
City, State, Zip:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Sub-Subcontractor's / Supplier's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Sub-Subcontractor's / Supplier's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

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**CONDITIONAL  
SUB-SUBCONTRACTOR / SUPPLIER  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to \_\_\_\_\_ and Summit  
(Subcontractor's Name)

Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

Job Name:  
Job Address:  
City, State, Zip:

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or material on the job.

DATED on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Sub-Subcontractor's / Supplier's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Sub-Subcontractor's / Supplier's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

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**UNCONDITIONAL  
SUB-SUBCONTRACTOR / SUPPLIER  
WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, having received the final payment, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to \_\_\_\_\_ and Summit Contractors Group, Inc. on the job of \_\_\_\_\_, to the following described property:

(Subcontractor's Name)

Job Name:  
Job Address:  
City, State, Zip:

DATED on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Sub-Subcontractor's / Supplier's Name)

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

Printed Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is:  
(Sub-Subcontractor's / Supplier's Name)

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).