



**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 (Green Form)
- 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-(Green Form)**

The bottom part of this form shall serve as your Conditional Final Release And Waiver and 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 Final Payment And the Conditional Finals Release And Waiver*. This will be used by the Project Manager to approve the amount you are drawing for. 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. 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/and or/supplier.

**Waiver And Release Of Lien**

Individual Final Release and Waiver that correspond to the payments reflected 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 Upon Final Payment must be included. Failure to include required lien releases with your pay application would delay the processing of your request, as no payment will be made until a release is obtained.

If you have any questions regarding the above, please contact the Project Manager and the Project Account.



6877 Phillips Industrial Blvd. Jacksonville, FL 32256 (904)268-3300

# 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 CONTRACTORS GROUP, INC.** and \_\_\_\_\_ (Subcontractor/Vendor) for the 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 CONTRACTORS 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 _____	_____	_____

Eff/06-08

## 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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS 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: \_\_\_\_\_