Tarrant County Facilities Management Payment Procedures for Construction Management Contracts

Tarrant County Facilities Management ("Facilities") will make every effort to process payments in a timely manner. In order to accomplish this, we request that the Construction Manager adhere to the following procedures.

- 1. ALL APPLICATIONS FOR PAYMENTS MUST INCLUDE THE TARRANT COUNTY PURCHASE ORDER NUMBER. [NO EXCEPTIONS]
- 2. The Construction Manager will work in conjunction with the Architect in developing dates for review of draft pay applications and submission of final pay applications to the Architect. Progress payments will be reviewed and certified by the Architect; it will then be reviewed by Facilities representatives and forwarded to Tarrant County Auditor for review and processing. Not more than 30 days after Facilities receives an accurate Application for Payment Tarrant County will issue payment. The attached flow diagram (*Attachment "A"*) illustrates the minimum timeframe required in order to process payments within a 30 day period. All checks are processed on Tuesdays after Commissioners Court approval. If Commissioners Court is cancelled due to holidays, please allow additional week for processing.
- 3. All Applications for Payments must be submitted in <u>triplicate</u> (and one (1) CD) on AIA Form G702 and AIA G703 Continuation Sheet and must be notarized and executed by a person authorized to sign legal documents on behalf of Construction Manager. A transmittal cover letter should be addressed to the Facilities Management Project Manager and include the project name, purchase order number, application for payment number, period ending date and total amount requested (see Attachment "B" for Cover letter, G702 & G703 examples).
- 4. Schedule of Values Format:
 - a. Construction Manager's General Conditions, Construction Phase Services, and Fee, should be listed first on the Schedule of Values (also list Bonds and Insurance if not included in General Conditions).
 - b. For Trade Contractors Cost of the Work, utilize the Table of Contents of the Project Manual. Identify each line item with specification number, bid package number, title of specification, and name of trade contractor. (*Example*: Item: 06400, BP-6A Millwork, A-1 Millwork Company). Sub-total each trade contractors bid package with the grand total equaling the GMP.
 - c. All Allowances are to be listed as a separate line item on schedule of values.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. A copy of each Trade Contractor's progress billing, as approved by the Architect, will be included as supporting documentation.
- 7. The Application for Payment should be submitted in the following order: 1) Cover Letter, 2) AIA G702 Application for Payment, and AIA G703 Continuation Sheet, 3) copies of Trade Contractor billings in same order as continuation sheet, 4) Schedule "A" list of General Conditions with backup for all invoices, 5) Schedule "B" Construction Phase Services & Fee, 6) Schedule "C" Monthly Look Ahead Report.
- 8. List General Conditions as a single line item on the Schedule of Values; include a separate schedule (*see Schedule "A"*) with a line item detail listing each invoice number, description, and amount being billed for that period. Include a copy of each invoice in support of payment.
- 9. List Construction Management Services on the Schedule of Values as two line items. The first line item indicates 15% to be paid upon jobsite mobilization. The second line item lists the balance being paid monthly at the same percentage of the completion percentage is for the Cost of Work. Construction Management Services includes wages of supervisory and administrative personnel when stationed at the site, and regional or home office employees performing the

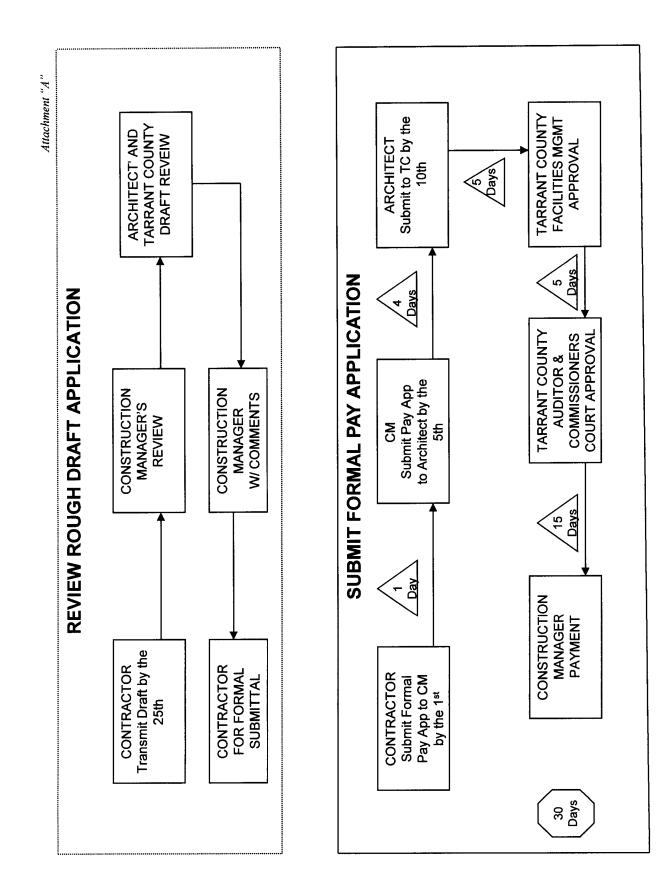
functions of construction supervision. See Schedule "B" for calculating percentage.

- 10. List the Construction Management Fee on the Schedule of Values as a separate line item. See Schedule "B" for calculating percentage of completion. Fee percentage is based on Agreement between Owner and Construction Manager.
- 11. List each Change Order on the Schedule of Values as a separate line item including:
 - a. Change Order number,
 - b. PCR number, and
 - c. brief description of work.
- 12. All Change Orders must be approved by Commissioners Court and signed by the County Judge. Facilities Management must be informed of the use of Construction Contingency and requires notice to Commissioners Court in the form of a Budget Reallocation. Budget Reallocations will be listed on the Schedule of Values in the same manner as Change Orders. See Tarrant County Facilities Construction Change Process *Attachment "C"*.
- 13. To receive payment for materials stored at a location other than the project site, Trade Contractor must submit documentation as specified in Tarrant County Requirements for Stored Materials (*Attachment "D"*).
- 14. The County will withhold from each payment for Cost of Work and CM Fee (5%) as Retainage. The General Conditions and Construction Phase Services costs will not be subject to Retainage.
- 15. The following activities must be maintained in order to process Applications for Payment in a timely manner:
 - a. Updated Submittal Log;
 - b. Updated RFI Log;
 - c. Updated Proposal Request Log;
 - d. Copies of Daily Reports, and
 - e. Weather Delays. (Provide letter even if there were no weather delays).
- 16. Each Application for Payment will be consistent with previous applications and previous payments. Either the Architect or the County will notify the Construction Manager of any adjustments to the Application for Payment. The Construction will incorporate these adjustments into the next month's Application.
- 17. Submit Conditional Lien Release with each progress payment (copy attached).
- 18. Final Payment Application shall be processed in accordance with the Agreement between County and Construction Manager. The final Application for Payment must be submitted with the following attachments:
 - a. AIA Document G707, "Consent of Surety to Final Payment"
 - b. AIA Document G706, "Construction Manager's Affidavit of Payment of Debts and Claims"
 - c. AIA Document G706A, "Construction Manager's Affidavit of Release of Liens"
 - d. Evidence of completion of Project closeout requirements

Attachments:

- Attachment A Application for Payment Flow Chart
- Attachment B Application for Payment Cover Letter, G702 and G703 Examples
 - Schedule A General Conditions Billing Detail,
 - Schedule B CM Services and Fee Schedule,
 - Schedule C Monthly Look Ahead Report
 - Conditional & Unconditional Waivers (Progress & Final)
- Attachment C Change Order Procedures
- Attachment D Stored Materials Instruction Sheet, Bill of Sale, Bailment Agreement, Insurance Certificate Example, Inspection Report

Revision Date: 7/24/12



Attachment "B"

Date

Project Manager's Name Tarrant County Facilities Management 100 W. Weatherford, Suite 350 Fort Worth, Texas 76196

Reference: Name of Project Purchase Order No. xxxxxxxxx

Subject: Application for Payment No. One (1)

Gentlemen:

Attached is Application for Payment No. One (1) for the above referenced project for the period ending

Please remit payment as follows: \$___334,394.00

Sincerely,

Name Title

APPLICA	APPLICATION AND CERTIFICATION FOR PAYMENT	ON FOR PA	YMENT	AIA DOCUMENT G702	PAGE ONE OF	THIRTEEN PAGES
TO OWNER:	Tarrant County Facilities Mgmt 100 W. Weatherford, Room 350 Fort Worth, TX 76196	PROJECT: I	PROJECT: <i>Project Name</i> Address City	APPLICATION NO:		Distribution to: × OWNER
	ame of Owner Representa	(ive]	•	PERIOD TO:		
FROM CONTRACTOR: Name of	Construction Manager	VIA ARCHITECT Name Addrei	Name Address	APPLICATION DATE: 03/31/09	I	
Street			City	PURCHASE ORDER NO. 4400009999	NO. 4400009999	
City, State, Zip CONTRACT	City, State, Zip CONTRACT FOR: Construction Management]]
CONTRAC	CONTRACTOR'S APPLICATION FOR PAYME	OR PAYME	NT	The undersigned Contractor certifies that to the best of the Contractor's knowledge. information	o the best of the Contract	tor's knowledge, information
Application is ma Continuation Shee	Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	ion with the Contract.		and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.	cation for Payment has b unts have been paid by th ued and payments receiv	een completed in accordance he Contractor for Work for whi red from the Owner, and the
 ORIGINAL CO 2. Net change by CONTRACT S TOTAL COM 	ORIGINAL CONTRACT SUM ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) CONTRACT SUM TO DATE CONTRACT SUM TO DATE CONT COMPLETED & STORED TO DATE	د م م ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب	\$1,700,148 \$10,500,000 \$12,200,148 \$338,008	CONTRACTOR: CONSTRUCTION MANAGER NAME	AGER NAME	
(Column G on G703) 5. RETAINAGE:	on G703)			By:	D	Date:
a. (Colu b. (Colu Total Retai	a. % of Construction \$ (Column D + E on G703) b. % of Stored Material \$ (Column F on G703) Total Retainage (Lines 5a + 5b or			State of: TEXAS Co Subscribed and sworn to before me this Notary Public: My Commission expires:	County of: TARRANT day of	2009
Total TOTAL FARN	Total in Column I of G703)	ا دەر دە	\$3,704 \$334 394	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents based on on-site observations and the data	VTE FOR PAYM sed on on-site observations	IENT s and the data
(Line LESS PREVIC	7. LESS PREVIOUS CERTIFICATES FOR	6		comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality	ies to the Owner that to the he Work has progressed as	best of the indicated, the quality
PAYMEN 8. CURRENT P/ 9. BALANCE TO	PATMENT (LIIR & ITOM PRIOT CETTITICATE)	ب می م	\$0 \$334,394 \$11.865.754	of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	Documents, and the Contri	actor is entitled to
(Line		•		AMOUNT CERTIFIED		
CHANGE OF Total changes approved	CHANGE ORDER SUMMARY Total changes approved	ADDITIONS 610 500 000 00	DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified. ADCUTTECT:	from the amount applied for are changed to conform to	r. Initial all figures on this o the amount certified.
Total approved this Month	1 this Month	\$0.00	\$0.00	By:	Q	Date:
TOTALS		\$10,500,000.00	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	NT CERTIFIED is payable	e only to the
NET CHANG	NET CHANGES hu Change Order		\$10,500,000,00	Conuactor named netern. Issuance, payment and acceptance of payment are without preindice to any rights of the Owner or Contractor under this Contract	to acceptance of payment a	re wimout

Attachment "B"

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. **CONTINUATION SHEET**

AIA DOCUMENT G703

<u>'</u>									
AIA D	AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,				¥	APPLICATION NO:	One		
contai	containing Contractor's signed certification is attached.				APP	APPLICATION DATE:	03/31/09		
In tabu	In tabulations below, amounts are stated to the nearest dollar.					PERIOD TO:	03/31/09		
Use C	Use Column I on Contracts where variable retainage for line items may apply.				TC PURCH	TC PURCHASE ORDER NO:	4400009999		
∢		0	٥	ш	Ŀ	σ		Ŧ	-
ď	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED	IPLETED	MATERIALS	TOTAL	*	BALANCE	RETAINAGE
Ö.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(C + C)	TO FINISH	(IF VARIABLE RATE)
			APPLICATION (D + E)		STORED (NOT IN	AND STORED TO DATE		(c - c)	<u></u>
			(J . L)		D OR E)	(D+E+F)			
	CONSTRUCTION MANAGEMENT								
	GENERAL CONDITIONS	335,175	0	783	0	783	%0	334,392	0
	GENERAL CONDITIONS TOTAL	335,175	0	783	0	783	%0	334,392	0
	CONSTRUCTION PHASE SERVICES								
	15% Mobilization	67,500	0	67,500	0	67,500	100%	0	0
-	85% Duration of Project CM SERVICES TOTAL	382,500 450,000	0	67,500	0	67,500	15%	382,500 382,500	0 0
	BONDS	101,449	0	101,449	0	101,449	100%	0	0
	BONDS TOTAL	101,449	0	101,449	0	101,449	100%	0	0
	BUILDER'S RISK	22,677		22,677		22,677	100%		¢
	BUILDER'S RISK TOTAL	22,677	0	22,677	0	22,677	100%	0	00
	GL, UMBRELLA, AUTO INSURANCE	71,611		71,611		71,611	100%	0	0
	GL, UMBRELLA, AUTO INSURANCE	71,611	0		0	71,611	100%	0	0
	CONSTRUCTION MANAGEMENT FEE	469,236		12,886		12,886	3%	456,350	644
	CONSTRUCTION MANAGEMENT FEE TOTAL	469,236	0	12,886	0	12,886	3%	456,350	644
	CONTINGENCY	250,000		-		0	%0	250,000	0
	CONTINGENCY TOTAL	250,000	0	0	0	0	%0	250,000	0
	SUB-TOTAL	1,700,148	0	276,906	0	276,906	16%	1,423,242	644
	TRADE CONTRACTORS								
0220	02200 BP-2A: DEMO, EARTHWORK (Canyon Contractors)	96,800		50,000	0	50,000	52%	46,800	2,500
02200	00 CO#01, PCR #1, Provide erosion control	9,112	0	9,112	0	9,112	100%	0	456
0220	02200 TOTAL DEMO, EARTHWORK	105,912	0	59,112	0	59,112	56%	46,800	2,956
0228	02280 BP-2B: TERMITE CONTROL (AAA Pest Company)	2,080	0	2,080	0	2,080	100%	0	104
0228	02280 TOTAL TERMITE CONTROL	2,080	0	2,080	0	2,080	100%	0	104
	TRADE CONTRACTORS SUB-TOTAL	10,500,000	0	61,192	0	61,192	1%	10,438,808	3,060
		10 000 110				000 000		11 000 010	
	GRAND I UI ALS	12,200,148	D	338,098	0	338,098	3%	11,862,050	3,704

Construction Manager Name Address City, State, Zip Application No. One (1)

PO # xxxxxxxxxxx

Name of Project

GENERAL CONDITIONS- SCHEDULE "A"

<u>Date</u>	Invoice	<u>Name</u>	Description	Amount
12/31/2008 1/31/2009 1/14/2009 1/16/2009 1/20/2009 1/16/2009	36438 8175551234-Jan09 15804734505 07A9509397 RI02126 16401182-2224-2	Staples AT&T Nextel Ozarka Cain Fence Waste Mgmt	Office Supplies Jobsite telephone Radios Water Temporary Fence Dumpster Rental TOTAL	\$43.14 \$236.22 \$114.34 \$26.29 \$60.37 <u>\$302.38</u> \$782.74

AMOUNT BILLED: \$ 783.00

-

NAME OF PROJECT

CONSTRUCTION PHASE SERVICES AND FEE SCHDULE "B"

Calculating Construction Phase Services:

Construction Phase services are billed 15% for mobilization and balance being paid monthly at the same percentage of the completion percentage is for the Cost of Work.

Total from previous application	(A)	57,541,775
Add in current general conditions:	(B)	61,417
Add in current Trade Contractors	(C)	1,314,457
Total Cost of the Work	(D)	58,917,649
Total GMP (E) 64,905,881		Divide Cost of the work (D) by GMP (E) = 90.7740%
Multiply CM Services in schedule of value Less previous application Construction phase services this period		2,361,420 X 90.7740% = 2,143,555 (2,085,956) 57,599

Fee is 3.75% of the total cost of the work (less CM Fee) completed to date of the billing period less retainage multiplied by the fixed percentage equals a sum that is then reduced by the previous billed.

Total Cost of the Work Plus current CM Services	58,917,649 57,599
Total Cost of the Work	58,975,248
Less Total CM Fee (from previo	ous) (1,988,603)
	56,986,645
Less Retainage on Trade Contr	ractors (2,589,486)
	54,397,159
Times Fee 3.75%	2,039,893
Less Previous billed fee	(1,988,603)
Fee due this period	51,290



Project Critical Path This Month and 3 Month Look Ahead

Project Name:_____

CURRENT MONTH
Key Accomplishments and Critical Path Activities (completed percentage of each and those not
complete) for the period: 11/01/09 to 11/30/09
LOOK AHEAD FOR MONTH 1 Key Activities and Critical Path Activities for the upcoming period: 12/01/09 to 12/31/09
LOOK AHEAD FOR MONTH 2
Key Activities and Critical Path Activities for the upcoming period: 01/01/10 to 01/31/10

LOOK AHEAD FOR MONTH 3
Key Activities and Critical Path Activities for the upcoming period: 02/01/10 to 02/28/10
Significant Issues Requiring Tarrant County's Attention
Significant issues Requiring Construction Manager's Attention

Signature_____ Date_____

Contractor:_____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: _____

Job No.: _____

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to <u>Tarrant County</u> (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project:

Job No.:

The signer of this docum	ent has been paid and has received a progress payment in the
sum of \$	for all labor, services, equipment, or materials
furnished to the property or to _	Tarrant County (person with whom signer contracted) on the
property of <u>Tarrant County</u> (own	er) located at
(location) to the following extent:	
(job description).	

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the referenced project to the following extent: ______.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to <u>Tarrant County</u> (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

_____(Company name)

By_____(Signature)

(Title)

STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from <u>Tarrant County</u> (maker of check) in the sum of \$_______ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of <u>Tarrant County</u> (owner) located at ______ (location) to the following extent: _______ (job

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to <u>Tarrant County</u> (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in up to the date of this waiver and release.

Date	_
	(Company name)
By	(Signature)
	(Title)
STATE OF	§
COUNTY OF	§
This instrument was acknow by	vledged before me on the day of, 2012,

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____

Job No.: _____

The signer of this document	has been paid in	full for all labor, services, equipment, or	materials
furnished to the property or to	Tarrant County	(person with whom signer contracte	d) on the
property of <u>Tarrant County</u> (owner)	located at	(location)	to the
following extent:		(job	
description).			

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's.

As of the date of my signature, I, _____, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

_____(Company name)

By _____(Signature)

_____(Title)

STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2012, by

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

TO OWNER: (Name and address) ARCHITECT'S PROJECT NO .:

CONTRACT FOR:

PROJECT: (Name and address) CONTRACT DATED:

STATE OF: COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: \Box yes \Box no

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of autborized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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CONTRACTO	DR'S	AFFIDAVIT	OF
RELEASE O	F LIE	NS	

AIA Document G706A

(Instructions on reverse side)

OWNERImage: ConstractorARCHITECTImage: ConstractorCONTRACTORImage: ConstractorSURETYImage: ConstractorOTHERImage: Constractor

(Name and address)

ARCHITECT'S PROJECT NO .:

CONTRACT FOR:

PROJECT: (Name and address)

CONTRACT DATED:

STATE OF: COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

(Name and address)

BY:

(Signature of autborized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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