## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

(Developed as a guide by The Associ Mechanical Contractors Association Plumbing-Heating-Cooling Contractors	of America, The Sheet		
TO:	,		
FROM:			
PROJECT:			
PAYMENT REQUEST NO.:			
PERIOD:	, 20, to	0	_, 20
STATEMENT OF CONTRACT	ACCOUNT:		
1. Original Contract Amount			\$
2. Approved Change Order No	os (As per a	ttached breakdown) (Net)	\$
3. Adjusted Contract Amount	\$		
4. Value of Work Completed to	\$		
5. Value of Approved Change	\$		
6. Materials Stored on Site: (As	\$		
7. Total to Date			\$
8. Less Amount Retained (	%)		\$
9. Total Less Retainage			\$
10. Total Previously Certified (E	Deduct)		\$
11. AMOUNT DUE THIS REQU	JEST		\$
CERTIFICATE OF THE SUBCO I hereby certify that the work perf actual value of accomplishment u undersigned and Integra Construct	formed and the materia Inder the terms of the	Contract (and all authorized cha	
I also certify that payments, less payments received from the contra and labor used in or in connection Federal, State and local tax law Workmen's Compensation laws inst	actor, to (1) all my subc on with the performand vs, including Social Se	contractors (sub-subcontractors) ce of this Contract. I further c ecurity laws and Unemploymen	and (2) for all the materials ertify I have complied with
Date:		SUBCONTRACTOR:	
Subscribed and sworn before me t	his day of		
	, 20	BY:	
Notary Public:		TITLE:	
My Commission Expires:			

This form must be accompanied by appropriate lien waivers.

# **CONTINUATION SHEET**

### **DOCUMENT G703**

PAGE OF PAGES

### Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

Containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

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

Α	В	С	D	Е	F	G		Н	Ι
			WORK COMPL	LETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE RATE)
					· · · · · · · · · · · · · · · · · · ·				



For and in consideration of the payment of \$\_\_\_\_\_\_, which amount is represented as being currently due as detailed by the Payment Request or Invoice(s) referenced below, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have arising out of the performance of work or the furnishing of labor or materials by the undersigned through \_\_\_\_\_\_\_(date), the effective date of this Waiver and Release, pursuant to Subcontract or Purchase Order No.\_\_\_\_\_\_ with Integra Construction, Inc. in connection with construction of:

(Name of Project)

The use of the term "Integra Construction, Inc." shall be deemed to mean and refer to Integra Construction, Inc. and its agents, representatives, employees, directors, and all others acting on their behalf.

This Waiver and Release, applies to all facts, acts, events, circumstances, changes, constructive or actual, delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, excepting only any currently unresolved claims which written notice has been provided to Integra Construction, Inc. as follows:

Except as specifically described above, and excepting retainage, if any, held under the Subcontract or Purchase Order, Subcontractor) or Supplier) expressly waives all claims against Integra Construction, Inc. as hereinabove described. This Waiver and Release, is intended to apply to and protect Integra Construction, Inc.'s payment and performance bond surety, if any, as well as anyone claiming by or through Integra Construction, Inc., the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Release.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that is has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all employees, laborers, materialmen, and subcontractors employed by the undersigned in connection with the Project and all its bills currently due for labor, materials, supplies, and taxes furnished by others to the undersigned in connection with construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless Integra Construction, Inc., its payment and performance bond surety, if any, the Owner, and any others claiming by or through them, from any and all claims, damages, losses, expenses and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligations of the undersigned to Integra Construction, Inc.

IN WITNESS WHEREOF, of behalf of the undersigned, with full authority, I have executed this instrument and under seal this \_\_\_\_\_ day of \_\_\_\_\_.

Applicable to Payment Request No. \_\_\_\_\_(or) Invoice No.(s) \_\_\_\_\_

FOR SUBCONTRACTOR/SUPPLIER:

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

Company Name

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public My Commission Expires: (Seal)



### Partial Waiver And Release of Claim

(By Furnisher of Materials/Services to Subcontractor)

The undersigned,

("Furnisher"), has, under an agreement or arrangement

with \_\_\_\_

("Subcontractor"), furnished certain materials, equipment, services, or labor in connection with the

construction of \_\_\_\_\_\_("Project") which is being built for \_\_\_\_\_\_("Owner") pursuant to Owner's agreement with Integra Construction, Inc. ("Contractor"). Furnisher hereby represents, warrants, and acknowledges to Contractor that, unless specifically noted below, Furnisher has been paid in full all amounts due and owed to it by Subcontractor as of \_\_\_\_\_\_("Current Date") arising out of or in connection with its furnishing of materials, equipment, services, or labor in connection with Subcontractor's work on the Project.

#### Exceptions as follows:

(If no exception entry or "none" is entered above, Furnisher shall be deemed not to have reserved any claim.)

Furnisher further represents that all employees, laborers, materialmen, and subcontractors employed by Furnisher in connection with the Project and all bills incurred through the Current Date for materials, equipment, services, or labor provided by others to Furnisher in connection with construction of improvements for the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by Furnisher in connection with its work on the Project. With respect to these representation and warranties, Furnisher does hereby agree to indemnify and hold harmless Contractor, its payment and performance bond surety, if any, Owner, and any others claiming by or through them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that Furnisher has not fully paid for all materials, equipment, services, labor, or other expenses incurred in connection with its work on the Project, including reasonable attorney's fees, court or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any such indemnified claim.

Except as specifically noted above, Furnisher does hereby waive, release, and relinquish any and all claims, damages, losses, expenses, and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which Furnishes has now, or may have had, against Contractor, Owner, or Owner's property arising out its furnishing of materials, equipment, services, or labor to Subcontractor in connection with the Project through the Current Date. Furthermore, Furnisher understands and acknowledges that Contractor is relying upon the representations made herein as a material inducement for Contractor to make future payments to Subcontractor as the same may become due.

Furnisher hereby acknowledges that it is giving the foregoing Waiver and Release, and making the foregoing representations and warranties, for the purpose of inducing Contractor to make payments to Furnisher, Subcontractor, or other third parties to which Furnisher desires payments to be made. In consideration of the payments made by Contractor in reliance on Furnisher's agreements contained herein, Furnisher assigns to Contractor all right, title, and interest which it has or may have in any claim it may have against Subcontractor arising on the Project prior to the Current Date and agrees that Contractor may take any action it deems necessary to collect such claim against Subcontractor.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants, and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release in return for the consideration recited above.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this \_\_\_\_\_ day of

Applicable to Payment Request No.:	FURNISHER:	
		(Seal)
Invoice No(s):	Ву:	(Signature)
STATE OF:		(Typed)
COUNTY OF:	ITS:	(Title)
Sworn to and subscribed before me this day of	, 20	

Notary Public	
My Commission Expires:	

\_\_\_\_\_, 20\_\_\_\_\_.



### Final Waiver And Release by Subcontractor / Supplier

For and in consideration of the payment of \$\_\_\_\_\_\_, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may have in the future, arising out of the performance of work or the furnishing of labor or material by the undersigned pursuant to a subcontract or purchase order with Integra Construction, Inc. in connection with construction of:

(Name of Project)

Use of the term "Integra Construction, Inc." shall be deemed to mean and refer to Integra Construction, Inc. and its agents, representatives, employees, directors, and all others acting on their behalf.

This Waiver and Release, applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, whether or not known to the undersigned.

This Waiver and Release, is intended to apply to and protect Integra Construction, Inc.'s payment and performance bond surety, if any, as well as anyone against whom a claim is asserted by virtue of involvement or relationship with Integra Construction, Inc., the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Release.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and condition of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all of its obligations-legal, equitable or otherwise-related to or arising out of its work on the Project have been fully paid and satisfied including, but not limited to, the following:

- \* Employees, laborers, materialmen and subcontractors employed by the undersigned.
- \* Labor, materials, equipment and suppliers, furnished by others to the undersigned, and
- \* Sales and use taxes, social security taxes, income tax withholding, unemployment insurance obligations, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

With respect to the forgoing representations and warranties, the undersigned does hereby agree to indemnify and hold harmless Integra Construction, Inc., its payment and performance bond surety, if any, the Owner and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like, including legal expenses and attorneys' fees incurred by reason of any claim that the undersigned has not fully paid for all labor, materials, and expenses incurred in connection with its work on the Project.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligation with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligations of the undersigned to Integra construction, Inc. Moreover, if the undersigned has furnished a bond in connection with the performance of its work, the surety for the undersigned does hereby consent to and agree to be bound by the terms and conditions of this Waiver and Release and does hereby agree to guarantee the performance of the undersigned with respect to each and every term and condition of this Waiver and Release and to continue in effect the obligations assumed with respect to the original subcontract or purchase order between the undersigned and Integra Construction, Inc.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument and under seal this day of

20		FOR SUBCONTRACTOR / SUPPLIER:	
STATE OF: COUNTY OF:		Company Name By: Title:	
Sworn to and subscribed before me this	day of		
Notary Public My Commission Expires:			
	For	Surety (if bonded):	(Seal)
Attest:	_	Ву:	
Date:	_	Title:	



# Final Unconditional Release And Waiver of Claim

(By Furnisher of Materials of Services to Subcontractor)

Furnisher further represents that all employees, laborers, materialmen, and subcontractors employed by Furnisher in connection with the Project and all bills for materials, equipment ,services, or labor provided by others to Furnisher in connection with construction of improvements for the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by Furnisher in connection with its work on the Project. With respect to these representation and warranties, Furnisher does hereby agree to indemnify and hold harmless Contractor, its payment and performance bond surety, if any, Owner, and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that furnisher has not fully paid for all materials, equipment, services, labor, or other expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees extended in connection with the defense of any such indemnified claim.

Furnisher does hereby waive, release, and relinquish any and all claims, damages, losses, expenses, and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which furnisher has now, or may have had, against Contractor, Owner, or Owner's property arising out its furnishing of materials, equipment, services, or labor to Subcontractor in connection with the Project. Furthermore, Furnisher understands and acknowledges that Contractor is relying upon the representations made herein as a material inducement for Contractor to make payments to Subcontractor as the same may become due.

Furnisher hereby acknowledges that it is giving the foregoing Final Release and Waiver, and making the foregoing representations and warranties, for the purpose of inducing Contractor to make payments to Furnisher, Subcontractor, or other third parties to which Furnisher desires payments to be made, in consideration of the payments made by Contractor in reliance on Furnisher's agreements contained herein, Furnisher assigns to Contractor all right, title, and interest which it has or may have in any claim it may have against Subcontractor arising on the Project and agrees that Contractor may take any action it deems necessary to collect such claim against Subcontractor.

This Final Release and Waiver is freely and voluntarily given and the undersigned acknowledges, warrants, and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Final Release and Waiver, and that it has voluntarily chosen to accept the terms and conditions of this Final Release and Waiver in return for the consideration recited above.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this \_\_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_

	FURNISHER:	
		(Seal)
	Ву:	(Signature)
STATE OF:		(Typed)
COUNTY OF:	ITS:	(Title)
Sworn to and subscribed before me this day of	, 20	

Notary Public My Commission Expires: \_\_\_\_\_