



SEMINOLE COUNTY

FLORIDA'S NATURAL CHOICE

Purchasing & Contracts

Division

Contracts Section

Section 00400

**General Conditions
(Construction Forms)**

Date

(Contractor)

Subject: Notice of Award – Number and Name

On _____, 20___, the Seminole County Board of County Commissioners selected your firm for award of an Agreement for the above referenced project. Accompanying this letter is one copy of the Agreement Documents for execution by the authorized parties within your firm.

Please return a Certificate of Insurance listing Seminole County, Board of County Commissioners, as additional insured. This certificate must reference project number CC-_____, in compliance with section 00700 of the bid documents.

Your firm is required to submit both the signed documents and insurance certificate within fifteen days of receipt of said contract. The Agreement documents are not to be dated, and Seminole County will date them upon execution. Upon submission and acceptance of all required documentation, which may include but not be limited to bonds, a fully executed Agreement will be furnished to your firm.

Please be advised that no work shall commence on the site until a Notice to Proceed (NTP) has been issued by the County. We look forward to having you as part of the Seminole County team!

Sincerely,

Procurement Analyst

Enclosure

CIP# _____

cc: User Department
Finance/File

(Date)

(Contractor)

Subject: (Project Number and Name)

NOTICE TO PROCEED (NTP)

The services provided by your firm for the above subject project shall commence on _____, 20__. In accordance with the content of the executed Agreement for the above-referenced project, the term for Substantial Completion shall be ____ calendar days or until _____, 20__. The term for Final Completion shall be ____ calendar days or until _____, 20__.

The timely and accurate performance of the work set forth in the Agreement documents is important to the County. It is also a primary consideration for Contractor selection for future projects.

We are glad to have you on as part of the County’s project team and we look forward to a successful project!

Sincerely,

Procurement Analyst

ACCEPTANCE OF NOTICE

Receipt of the above "*NOTICE TO PROCEED*" is hereby acknowledged by (Company Name) on this _____ day of _____, 20__.

By: _____

Title: _____

CIP# _____

cc: User Department
Finance/File

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____ PAYMENT NO. _____

COUNTY CONTRACT NO. _____ PERIOD ENDING _____

CIP# _____

REQUIRED ATTACHMENTS*

1. **If application is for monthly and/or partial payment**, the following attachments may be required:
 - (a) Updated monthly schedule (from User Department);
 - (b) Contractor's Waiver of Lien – Partial (App. O-1); and
 - (c) All applicable Subcontractor/Vendor's Waivers of Lien – Partial (App. O-2).

2. **If this is the final application for payment**, the following attachments may be required and **should be presented in the following order**:
 - (a) Contractor's Waiver of Lien - Final and Complete (App. Q-1);
 - (b) Consent of Surety to final payment (App. S-1) - AIA Document is **not** acceptable);
 - (c) Certificate of Architect/Engineer (App. L-1);
 - (d) Certificate of Substantial Completion (App. J-1);
 - (e) Certificate of Final Completion (App. M-1);
 - (f) Contractor's Release (App. N-1);
 - (g) Certificate of Final Inspection (App. K-1);
 - (h) Completed Material and Workmanship Bond (Section 00620); and
 - (i) All applicable Subcontractor/Vendor's Waivers of Lien - Final and Complete (App. R-1) to be matched with all project Notices to Owner/Non-Payment.

***Note: Always review all payment application documents (i.e. App #'s C1-C9), as these are the forms required by Finance.**

SEMINOLE COUNTY APPLICATION FOR PAYMENT

CONTRACT VALUE INFORMATION

AGREEMENT TITLE _____	COUNTY CONTRACT NO. _____
ORIGINAL CONTRACT VALUE _____	CONTRACT CHANGE ORDER VALUE _____
CUMULATIVE NO. C.O. (s) _____	CURRENT CONTRACT VALUE _____
CIP# _____	

CONTRACTOR'S AFFIDAVIT

The undersigned hereby swears under penalty of perjury that (1) all previous progress payments received from the COUNTY on account of Work performed under the Agreement referred to above have been applied by the CONTRACTOR to discharge in full all obligations on the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment under said Agreement, being Applications for Payment 1 through ____ inclusive; (2) all Materials and Equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances; (3) all previous progress payments have been applied by the CONTRACTOR to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payments; and (4) all information provided on the Subcontractor and Supplier Listing which is included in this Application For Payment is true and correct.

DATED _____,

COUNTY OF _____)
)
 STATE OF _____)

 CONTRACTOR

 TITLE
 Printed Name _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification, who is the _____ of the CONTRACTOR abovementioned; that (s)he executed the above Application for Payment and statement on behalf of said CONTRACTOR.

 Print Name

 Signature

Notary Public in and for the County and State Aforementioned
 My Commission Expires

SEMINOLE COUNTY'S APPROVAL

In accordance with terms of the Agreement, the undersigned recommend payment to the CONTRACTOR of the Amount Due as presented.

 ENGINEER

DATE _____

 PROJECT MANAGER

DATE _____

ACCOUNT CHARGE CODE

SEMINOLE COUNTY APPLICATION FOR PAYMENT

Agreement Title _____

County Contract No. _____

Original Contract Value _____

Contract C.O. Value _____

Cumulative No. C.O.s _____

Current Contract Value _____

CIP# _____

Application for Payment is made, as shown below:

1. Original Contract Sum \$ _____

2. Net Change By Change Orders \$ _____

3. Contract Sum To Date \$ _____

(Line 1 plus or minus 2)

4. Total Completed and Stored To Date \$ _____

5. Retainage

(a) 10% of Completed Work \$ _____

(b) 10% of Stored Material \$ _____

Total Retainage \$ _____

(Line 5a plus 5b)

6. Total Earned Less Retainage \$ _____

(Line 4 less Line 5 Total Retainage)

7. Less Previous Application For Payment \$ _____

(Line 6 from Prior Application For Payment)

8. Current Payment Due \$ _____

9. Balance To Finish, Plus Retainage \$ _____

(Line 3 less Line 6)

APPLICATION FOR PAYMENT

Revised 8/8/13 BLH
SECTION 00400 - GENERAL CONDITIONS (Construction Forms)

App. C-3
Page 3 of 9
Page 6 of 34

**SEMINOLE COUNTY
APPLICATION FOR PAYMENT**

AGREEMENT TITLE _____ PAYMENT NO. _____

COUNTY CONTRACT NO. _____ PERIOD ENDING _____

CONTRACTOR _____ CIP# _____

CHANGE ORDER SUMMARY			
Change Orders Approved In Prior Months By COUNTY		Additions	Deductions
TOTAL			
Approved This Month			
Number	Date Approved		
TOTALS		\$	\$
NET CHANGE BY CHANGE ORDERS			\$

SEMINOLE COUNTY APPLICATION FOR PAYMENT

SUBCONTRACTOR & SUPPLIER LISTING

CIP# _____

Subcontractor and Supplier Listing

List below the name and mailing address of each of your Subcontractors, Suppliers, Material men and Equipment Suppliers who have performed work or provided materials, supplies or equipment during the time period represented by this application and with each the dollar amount of their work you are applying for. If more room is necessary, please attach another sheet of paper and put an "X" in the following blank _____.

NAME	ADDRESS (including City, State, Zip Code)	AMOUNT

All amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payment, except as stated hereunder.

NAME	\$ AMOUNT UNPAID	REASON FOR NONPAYMENT

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____ PAYMENT NO. _____

COUNTY CONTRACT NO. _____ PERIOD ENDING _____

CONTRACTOR _____ CIP# _____

A Item No.	B Description of Work	C Quantity	D Unit Price	E Scheduled Value	F <u>WORK</u> From Previous Application (F+G)	G <u>COMPLETED</u> This Period	H Materials Presently Stored (Not in F or G)	I Total Completed and Stored To Date (F+G+H)	J Balance To Finish (E-I)	K Retainage

SECTION 200400 - GENERAL CONDITIONS (Construction Form) 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____ PAYMENT NO. _____

COUNTY CONTRACT NO. _____ PERIOD ENDING _____

CONTRACTOR _____ CIP# _____

A Item No.	B Description of Work	C Quantity	D Unit Price	E Scheduled Value	F <u>WORK</u> From Previous Application (F+G)	G <u>COMPLETED</u> This Period	H Materials Presently Stored (Not in F or G)	I Total Completed and Stored To Date (F+G+H)	J Balance To Finish (E-I)	K Retainage
1.	GENERAL CONDITIONS (Construction Terms)									
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SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____ PAYMENT NO. _____
 COUNTY CONTRACT NO. _____ PERIOD ENDING _____
 CONTRACTOR _____ CIP# _____

A	B	C	D	E	F	G	H	I		J	K
Item No	Description of Work	Quantity	Unit Price	Scheduled Value	Work From Previous Application (F + G)	Completed This Period	Materials Presently Stored (not in F or G)	Total Completed and Stored To Date (F + G + H)	% (I/E)	Balance To Finish (E-I)	Retainage
61. 62.											
	ORIGINAL TOTALS										
	CHANGE ORDER NO. 1										
	TOTALS										

SEMINOLE COUNTY APPLICATION FOR PAYMENT STORED MATERIALS

CIP# _____

AGREEMENT TITLE _____ PAYMENT NO. _____

PERIOD FROM: _____ PERIOD TO: _____

Description	Item No.	Invoice No.	Invoice Value Last Period Cumulative	(-) Invoice Value For Material Installed This Period	(+) Invoice Value For Material Delivered This Period	(=) Invoice Value Actual Material Stored On Site
TOTALS						

RFI NO. _____

REQUEST FOR INFORMATION

CIP# _____

Agreement Title: _____

County Contract No. _____

CONTRACTOR: _____

QUESTION

Reference: Specification Section: _____

Drawing No. _____

Requested by: _____

Date: _____

REPLY

Reply by: _____

Date: _____

cc: _____

SEMINOLE COUNTY

SHOP DRAWING SUBMITTAL

SUBMITTAL NUMBER _____

ENGINEER

ATTN: _____
 Project Manager

ATTN: _____

Agreement Title: _____

CONTRACTOR: _____

COUNTY Contract No.: _____

CIP# _____

ITEM NO.	COPIES	DESCRIPTION	PREVIOUS SUBM. NO.	SPEC SECTION	PLAN SHEET NO.

SUBMITTED BY _____ CONTRACTOR _____ Date _____

SUBMITTAL RETURN (to be completed by ENGINEER)				
ITEM NO.	COPIES	RESUBMIT		COMMENTS
		YES	NO	

COPY: RETURNED BY _____ ENGINEER _____ Date _____

**SEMINOLE COUNTY
FIELD ORDER**

FIELD ORDER NO.:

AGREEMENT TITLE:

CIP NO.:

CONTRACTOR:

ARCHITECT/ENGINEER:

AGREEMENT DATE:

Note: A field Order is not an instrument that amends the Contract Documents. This field Order issued by ENGINEER to CONTRACTOR orders minor variations in the Work and not a change in the Work. A field Order does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time.

I. Minor Variations Ordered:

II. Justification:

III. Acknowledgements:

This field Order ordered by:

_____ ARCHITECT/ENGINEER

By: _____

Date: _____

Receipt of this Field Order
Acknowledged by:

_____ CONTRACTOR

By: _____

Date: _____

Vendor Material/Service Issue (VMSI) Form

Submit Form to: Purchasing and Contracts Division

Date: _____ County Representative: _____ Extension.: _____

Department / Division: _____

Project No. / Purchase Order No.: _____

Vendor Name: _____

Describe the problem encountered including details, graphs, pictures and any other applicable documentation: (Attach additional pages if necessary).

VENDOR’S RESPONSE TO THIS COMPLAINT:

Please respond within ten (10) business days to this complaint. Failure to respond as requested could result in withholding of payment on pending invoices and could be cause for disqualification from future Seminole County Government procurement.

Company Representative: _____ Telephone No.: _____

Title: _____ Date: _____

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS

PURCHASING & CONTRACTS DIVISION
(407) 665-7116

1301 E. Second Street
Sanford, Florida 32771-1468

Firm: _____ Initiation Date: _____ Change Order No.: _____ CIP No.: _____
Vendor No: _____ Contract Date: _____ Work Order No.: _____ Other No.: _____

Contract Number: CC-_____ Contract Title: _____

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided:

Original Contract/Work Order Sum _____ \$ _____
Contract/Work Order sum prior to this change order _____ \$ _____
Change Order Sum (increase) (decrease) (unchanged) _____ \$ _____
New Contract/Work Order sum including this change order will be _____ \$ _____
Time will be (increased) (decreased) (unchanged) by _____ Days
Substantial Completion Date through this change order _____
Final Completion Date through this change order _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract/Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents and equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

This Change Order does does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project Manager (initials)

Project Manager (Signature) Architect/Engineer (Signature) Contractor (Seal & Signature)

Department/Division Address (List Above) Address (List Above)
By: By: By:
(Print Name) (Print Name) (Print Name)
Date: _____ Date: _____ Date: _____

Purchasing & Contracts Division Approval (Pursuant to Administrative Code):

WITNESSES:

Diane Reed, Procurement Administrator Date
As authorized by Section 3.554, Seminole County
Administrative Code

Board Approval with execution by Purchasing & Contracts Division (Pursuant to Administrative Code):

WITNESSES:

Ray Hooper, Purchasing & Contracts Manager Date
As authorized for execution by the Board of County
Commissioners at their _____, 20____
regular meeting, pursuant to Section 3.554, Seminole
County Administrative Code

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER (AS APPLICABLE).

SEMINOLE COUNTY CHANGE ORDER ATTACHMENT

Project Name: _____				Project/Agreement No. _____		
Change Order No. _____				CIP# _____		
Item	Description	Qty	Unit	Unit Price	Qty Incr/Decr	Amount
Total:						

**SEMINOLE COUNTY
FINAL CHANGE ORDER ATTACHMENT**

Project Name _____				Project/Agreement No. _____		
Change Order No. _____				CIP# _____		
Item	Description	Qty	Unit	Unit Price	Qty Incr/Decr	Amount
Total:						

SEMINOLE COUNTY CONTRACT CLAIM

Contract Claim Number _____

Agreement Title _____

County Contract Number _____

CIP# _____

Contractor _____

Agreement Date _____

Change Request upon which this contract claim is based _____

Contract Claim submittal date: _____

Date of occurrence of event giving rise to this Contract Claim _____

Note: Contract Claims and supporting data must be submitted within the applicable contract claims and supporting data limitations periods set forth in the Contract Documents. Notice of Contract Claims must be made by written notice to the COUNTY's Purchasing Manager.

I. Relief Requested:

A. Amendments to Contract Documents:

B. Contract Time: _____

C. Contract Price: _____

II. Describe occurrence giving rise to this Contract Claim:

III. Describe change request negotiations if this Contract Claim is based on a change Request that was not converted to a Change Order:

IV. State the basis of this Contract Claim if based upon a unilateral Change Order or Field Order:

(Note: General citations or discussion of the Contract Documents is not adequate)

V. Describe the justification for this Contract Claim:

A. Cite the applicable Contract Document Sections providing the Contract Claim and supporting data limitation (time periods for filing) periods:

B. Cite the applicable Contract Document Sections upon which the Contract Claim is based:

C. Discuss the justification for this Contract Claim including an application of the facts to the applicable Contract Documents Sections:

VI. Acknowledgements:

This Contract Claim is submitted by:

Contractor: _____

By: _____

Title: _____

Date: _____

Receipt of this Contract Claim acknowledge by:

Purchasing Manager: _____

Date: _____

Note:

1. *Contract Claims are addressed under the procedures set forth in Chapter 220, Seminole County Code or successor provisions and the terms and conditions of these Contracts Documents.*
2. *The Florida False Claims Act provides civil penalties not more than \$10,000 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.*

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: _____

County Contract No.: _____
Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

Project: _____

Contractor: _____

Agreement for _____

Agreement Date: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____
Architect/Engineer

And to _____
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within

_____ (_____) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ARCHITECT/ENGINEER on _____, 20__

Architect/Engineer

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion

On _____, 20__.

Contractor

By: _____

Executed by COUNTY'S Project Manager on _____, 20__.

Project Manager

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: _____

County Contract No.: _____
Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

To: CONTRACTOR _____

Project Manager _____

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on _____ in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

Contractor by

Architect/Engineer by

Reviewed by:

Procurement Administrator

Date

Procurement Analyst

Date

CERTIFICATE OF ARCHITECT/ENGINEER

Agreement Title: _____

County Contract No.: _____
Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

Agreement Date: _____

Project: _____

CERTIFICATE OF ARCHITECT/ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: _____

CONTRACTOR's Notice to Proceed: _____

Days allowed by Agreement: _____

Extensions granted by C.O.: _____

Final Completion Date: _____

Work began: _____

Substantially Completed Date: _____

Days to complete: _____

Underrun: _____

Overrun: _____

Date

Architect/Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: _____

County Contract No.: _____
Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

Project: _____

Contractor: _____

Agreement for: _____

Agreement date: _____

This Certificate of Final Completion applies to all work under the Contract Documents

To: _____
Architect/Engineer

To: _____
Contractor

To: _____
Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: _____

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER ON _____, 20__

ARCHITECT/ENGINEER

BY: _____

CONTRACTOR accepts this certificate of Final Completion on _____, 20__.

CONTRACTOR

BY: _____

COUNTY accepts this Certificate of Final Completion on _____, 20__.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____
Robert Hunter, Procurement Administrator
**As authorized by Section 3.554 Seminole
County Administrative Code.**

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: _____

County Contract No.: _____

Contractor: _____

Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared _____ who, being duly sworn and personally know to me, deposes and says that he/she is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on _____, located in Seminole County, Florida, dated the ____ day of _____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ _____ which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ _____ will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

_____ Affiant

State of _____) ss

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.

Signature

Print name: _____
Notary Public in and for the County and State Aforementioned
My commission expires: _____

CONTRACTOR'S WAIVER OF LIEN (Partial)

Agreement Title: _____ County Contract No.: _____
Contractor: _____ Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number
CIP No.: _____

Copy of Affidavit To Be Presented With Each Pay Request Affidavit

State of: _____ County of: _____

From: _____
Contractor's Name

To: Seminole County

Re: Contract entered into the _____ day of _____, 20 ____, between the above mentioned parties for the following project: _____

Contractor certifies:

1. that all Work covered by Application For Payment No. _____ has been performed in accordance with the terms of the Contract Documents.
2. that the materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the COUNTY on account of Work performed;
3. that all Material and Equipment obligations of the CONTRACTOR have been paid from previous payments received from the COUNTY on account of Work performed; and,
4. that all just and lawful claims of the CONTRACTOR arising out of the performance of the Work covered by this Application For Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Contractor's Name _____

Witness by: _____

Witness by: _____

State of _____)

) ss

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.

Signature

Print name: _____
Notary Public in and for the County and State Aforementioned
My commission expires: _____

SUBCONTRACTOR'S WAIVER OF LIEN (Partial)

Agreement Title: _____ County Contract No.: _____
Contractor: _____ Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number _____
CIP No.: _____

Copy of Affidavit To Be Presented With Each Pay Request Affidavit

State of: _____ County of: _____

From: _____
Sub-Contractor's Name

To: Seminole County

Re: Contract entered into the _____ day of _____, 20 ____, between the above mentioned parties for the following project: _____

Sub-Contractor certifies:

1. that all Work covered by Application For Payment No. _____ has been performed in accordance with the terms of the Contract Documents.
2. that the materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the COUNTY on account of Work performed;
3. that all Material and Equipment obligations of the SUBCONTRACTOR have been paid from previous payments received from the COUNTY on account of Work performed; and,
4. that all just and lawful claims of the SUBCONTRACTOR arising out of the performance of the Work covered by this Application For Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Sub-Contractor's Name _____

Witness by: _____

Witness by: _____

State of _____)

) ss

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.

Signature

Print name: _____
Notary Public in and for the County and State Aforementioned
My commission expires: _____

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Agreement Title: _____
Contractor: _____

County Contract No.: _____
Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number

CIP No.: _____

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment
State of _____ County of _____

_____, being duly sworn according to law, deposes and says that he is the _____

_____(Title of Office of _____), CONTRACTOR in a Contract

entered into between the CONTRACTOR and COUNTY for the _____

and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Signature of Affiant

Title

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.

Signature

Print name: _____

Notary Public in and for the County and State Aforementioned

My commission expires: _____

**SUBCONTRACTOR'S WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT (Job)**

Agreement Title: _____ County Contract No.: _____
Contractor: _____ Construction Contract Number OR Master Services
Agreement (MSA) and Work Order Number
CIP No.: _____

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of _____ County of _____

_____, being duly sworn according to law, deposes and says that he is the

(Title of Office of _____), SUBCONTRACTOR/VENDOR/LIENOR
in a Contract entered into between the CONTRACTOR and COUNTY for the _____
and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The undersigned Subcontractor/Vendor/Lienor, in consideration of the final payment in the
amount of _____, hereby waives its lien and right to claim a lien for labor,
services, or materials furnished to _____ on the above listed job to the
(Name of Contractor)
following described property:

Property Address: _____

Tax Parcel Number: _____

Legal Description: _____

Dated this _____ day of _____, 20__.

Signature of Subcontractor/Vendor/Lienor

Title

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.

Signature

Print name: _____

Notary Public in and for the County and State Aforementioned

My commission expires: _____

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Contractor: _____ Construction Contract Number OR Master Services Agreement (MSA) and Work Order Number
CIP No.: _____

We, the _____, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Project as described above in the sum of _____ Dollars (\$ _____) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns shall in no way relieve this Surety company of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above described Projects. By its execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that CONTRACTOR has failed to pay subcontractors under this Project(s), the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____ 20 ____.

Surety Company Attorney-in-Fact
(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of _____)
) ss
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.

Signature Print name: _____
Notary Public in and for the County and State Aforementioned
My commission expires: _____