

CONTRACT FORMS

NOTICE OF AWARD

To: _____ (BIDDER)

Project description: **Erie Street Waterline Replacement Improvement – Project No. 413W-2018**

The OWNER has considered the BID submitted by you on **"Enter Bid Date"** _____ (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS. You are the apparent successful BIDDER.

The BID PRICE for your contract is \$ _____

Six (6) sets of each of the proposed CONTRACT DOCUMENTS (excluding drawings) accompany this NOTICE OF AWARD.

Six (6) sets of the drawings will be delivered separately or otherwise made available to you immediately.

You are required by the Information for BIDDERS to comply with the following conditions precedent within 10 DAYS of the date of this NOTICE OF AWARD; that is by: _____

- 1) You must deliver to the OWNER six (6) fully executed counterparts of the AGREEMENT, including all the CONTRACT documents.
- 2) You must deliver with the executed AGREEMENT, the PAYMENT AND PERFORMANCE BONDS and the Insurance Certificate as specified in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE TO AWARD to the OWNER.

Dated this _____. THE BOARD OF LAKE COUNTY COMMISSIONERS
(OWNER)

By _____
Randall J. Rothlisberger, P.E.,
LAKE COUNTY SANITARY ENGINEER

ACCEPTANCE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ (BIDDER)
this _____ day of _____, 20_____.

BY _____

Name and Title

cc: CONTRACTOR'S Surety
Surety's Agent
LAKE COUNTY SANITARY ENGINEER by Certified Mail

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD

CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY
INSURANCE POLICY

CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S
PROTECTIVE POLICY

CERTIFICATE OF WORKERS COMPENSATION

CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

*not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal and

_____ as Sureties, are hereby held and firmly

bound unto _____ in the penal sum of

_____ Dollars (\$ _____) for
the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____. THE CONDITION OF
THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day
of _____, 20____, enter into an Agreement with _____

which said Agreement Is made a part of this Bond the same as though set forth herein;

Now, if the said Principal shall well and faithfully do and perform the things agreed by them to be
done and performed according to the terms of said Agreement; and shall pay all lawful claims of
subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said Agreement, we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER as obligee
herein; then this obligation shall be void; otherwise the same shall remain in full force and effect until three
years beyond the date of final acceptance; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein
stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to
the terms of the said Agreement or in or to the drawings of specifications therefor shall in any way affect the
obligations of said Surety on its Bond.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts,
each one of which shall be deemed an original, this _____ day of _____,
20____.

PRINCIPAL _____

Attest:

By _____

(SEAL)

Name _____

Title _____

Witness as to Principal

SURETY _____

Attest:

(SEAL)

By _____

Witness as to Surety

Attorney-in-Fact

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS:

Street

Agency Name

City State Zip

Street

Phone

City State Zip

Phone

Note: If CONTRACTOR is Partnership, all partners should execute Bond.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state where the project is located and shall furnish proof of such authorization.

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a contract by the Board of Lake County Commissioners, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property of Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General List of Personal Property of Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall also be incorporated into the contract made between the Board of Lake County Commissioners and _____, and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

By: _____

Title: _____

Subscribed in my presence, and sworn to before me, this _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

LEGAL AND FISCAL OFFICERS

On this _____ day of _____, 20____, I, _____, Assistant Prosecuting Attorney of the Lake County, hereby approve the foregoing CONTRACT with (CONTRACTOR) as to form.

Charles E. Coulson
PROSECUTING ATTORNEY OF LAKE COUNTY

By: _____
Assistant Prosecuting Attorney

◆ • ◆ • ◆ • ◆ • ◆ • ◆

I, Edward H. Zupancic, duly elected Auditor of Lake County, Ohio, do hereby certify that a copy of the foregoing agreement has been received by me and that I hereby certify that the amount of \$ _____ is Lake County Department of Utilities portion required to meet the payment of this agreement with _____. (CONTRACTOR), has been lawfully appropriated or authorized or directed for such purpose of complying with the terms and conditions of the foregoing agreement, and is in the Treasury or in the process of collection to the

_____ (Project name) _____ (Project number) _____ (Fund Number) and the same is free from any previous encumbrances.

WITNESS MY HAND this _____ day of _____, 20____, at Painesville, Ohio.

By: _____
Edward H. Zupancic
Lake County Auditor

CONTRACT

THIS AGREEMENT is dated the _____ day of _____, 20 _____.

BY AND BETWEEN _____, hereinafter called CONTRACTOR and the BOARD OF LAKE COUNTY COMMISSIONERS, hereinafter called the OWNER.

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days of the Notice to Proceed and executing the work within the time and in the manner specified and in the conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with job)

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

The Contractor agrees and understands that the work on this contract shall be subject to the acceptance of the Owner based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the Owner.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor engaged in work on the project under this contract shall be paid prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates". This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and each such individual.

The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the Owner may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the Owner on or before the time stated, and in default of completion within the time fixed, the Contractor shall pay the Owner as liquidated damages, an amount equal to One Thousand Dollars (\$1,000.00), for each and every day (including Sundays and legal holidays) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$_____.

The contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signatures the day and year first mentioned above.

Contractor: _____ Witness: _____

BY: _____

Lake County Board of Commissioners _____ Witness: _____

BY: _____
Jerry C. Cirino, President

NOTICE TO PROCEED

To: _____

Date: _____

Project: **Erie Street Waterline Replacement Improvement – Project No. 413W-2018**

You are hereby notified that the Contract Time under the above stated Contract will commence to run on _____, 20 ____.

THEREFORE:

The date of SUBSTANTIAL COMPLETION is _____, 20 ____.

The date for FINAL COMPLETION of all work is _____, 20 ____.

THE BOARD OF LAKE COUNTY COMMISSIONERS
(OWNER)

By: _____

Randall J. Rothlisberger, P.E.,
LAKE COUNTY SANITARY ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY _____(CONTRACTOR)

this ____ day of _____, 20 ____.

BY _____(CONTRACTOR'S REPRESENTATIVE)

Name _____(print)

Title _____

**NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE No. 1311.252**

State of Ohio)
) ss:
County of Lake)

Mr. Randall J Rothlisberger, P.E. (the "Affiant"), being first duly sworn, says that:

1. Affiant is the SANITARY ENGINEER of the COUNTY OF LAKE, 105 MAIN STREET, PAINESVILLE, OH 44077 (the "Public Authority").
2. The Public Authority will be commencing a public improvement identified as follows: **Erie Street Waterline Replacement Improvement – Project No. 413W-2018**
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>NAME AND ADDRESS</u>	<u>TRADE</u>	<u>DATE OF FIRST EXECUTED CONTRACT FOR THE PUBLIC IMPROVEMENT</u>
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4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>PRINCIPAL CONTRACTORS</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
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5. For the purpose of serving an affidavit pursuant to Revised Code No. 1311.26, service may be made upon the following representative of the Public Authority: Jerry C. Cirino, President.

FURTHER AFFIANT SAYETH NAUGHT.

Signature - _____
Randall J. Rothlisberger, P.E., Sanitary Engineer

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

(SEAL)

Notary Public

Erie Street Waterline Replacement Improvement – Project No. 413W-2018

ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

- (1) In accordance with a certain Contract between the Lake County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and _____, (hereinafter referred to as "the Contractor"), an Escrow Agent is hereby appointed by Owner and Contractor to hold funds arising out of the Owner's agreement to pay retainage into an escrow fund, said Agent to the following bank.

PNC

All retained funds will be placed with the above Escrow Agent from the date your Contract is certified as being 50% complete pursuant to Sections 153.13, 153.14 and 153.63 Ohio Revised Code.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow agent, allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated in the escrow account.

- (a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- (b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- (c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- (d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clause (a) through (c) above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner, or until receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate courts, specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.

It is understood that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

LAKE COUNTY BOARD OF COMMISSIONERS

CONTRACTOR

Jerry C. Cirino, President

Date: _____

Date: _____

For Lake County Auditor's Use Only	
No:	_____
Rate:	_____
Type:	_____

Please check one:

_____ New _____ Change

LAKE COUNTY, OHIO VENDOR INFORMATION REQUEST FORM

(In lieu of W-9 Please Type or Print)

VENDOR NAME: (as shown on your income tax return): _____

BUSINESS NAME (DBA - Doing Business As) if applicable and different from name above: _____

STREET ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

PHONE NUMBER: _____

() _____

"REMIT TO" ADDRESS (If different from above):

STREET ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

TYPE OF BUSINESS (Please check one):

_____ (1) Corporation

_____ (4) Government

_____ (2) Partnership

_____ (5) Non-Profit Organization

_____ (3) Sole Proprietor (individual)

_____ (6) Limited Liability Company (LLC)

TYPES OF GOODS/SERVICES PROVIDED: _____

FEDERAL TAX IDENTIFICATION NUMBER: **The TIN provided must match the name given on line 1 above to avoid backup withholding. ** (Must be 9 digits)

EMPLOYER IDENTIFICATION NUMBER _____

or

SOCIAL SECURITY NUMBER: _____

(If S.S.N., print individual's name

if different from vendor name above) _____

Certification:

Upon penalties of perjury, I certify that:

- 1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3) I am a U.S. citizen or other U.S. person.

NAME: (signature required) _____

TITLE: _____

DATE: _____

PLEASE RETURN TO:

FAX NUMBER: (440) 350-2666

Lake County Department of Utilities

105 Main Street

Painesville, Ohio 44077

Phone: (440) 350-2645 Attn: Missy Weiss

CF-12

CHANGE ORDER

Order No. _____

Date: _____

NAME OF PROJECT: **Erie Street Waterline Replacement Improvement – Project No. 413W-2018**

OWNER: **THE BOARD OF LAKE COUNTY COMMISSIONERS**

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to the CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Requested by: (Contractor)	DATE	Jerry C. Cirino, President	DATE
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Recommended by: (Design Engineer)	DATE	Ron Young, Vice President	DATE
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Accepted by: Randall J. Rothlisberger, P.E. Sanitary Engineer	DATE	John R. Hamercheck, Commissioner	DATE
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Invoice Date:		Application No.:	
		For Period Ending:	
		Project No.:	
Project Name:			
Owner: Board of Lake County Commissioners	Contractor:		
3rd Floor Sanitary Engineers			
105 Main Street			
Painesville, Ohio 44077			
Original Contract Price:		Pay Period From:	
		To:	
Change Order #1:			
Change Order #2:			
Current Contract Amount:			
Total Amount Completed:			
Retainage(8% of the first 50%):			
92% Of Stored Material			
Less Previous Payments:			
Less Credits Due to Owner:			
Amount to be Paid:			
<p>The undersigned Contractor certifies that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract.</p>			
Application Submitted By:		Approval:	
Company Address		Signature	Date
Signature		Signature	Date
Date			
Recommended By:		Signature	Date
Signature		Signature	Date
Date			
Signature		Signature	Date
Date			

FINAL DOCUMENTATION PACKAGE

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the property described as _____

in the _____ of _____
County of _____ State of _____
of which _____
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20 _____.

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, 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 his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

_____(SEAL)
CONTRACTOR (Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

(Affix corporate
seal here)

AFFIDAVIT OF RELEASE OF LIENS

To All Whom It May Concern:

WHEREAS, the undersigned has been employed _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the property described as _____

in the _____ of _____
County of _____ State of _____
of which _____
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20 ____.

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, 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 his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

_____(SEAL)
CONTRACTOR (Name of sole ownership, corporation of partnership)

_____(SEAL)
(Signature of Authorized Representative)

(Affix corporate
seal here)

TITLE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

To All Whom It May Concern:

WHEREAS, the undersigned has been employed _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the property described as _____

in the _____ of _____
County of _____ State of _____
of which _____
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20 ____.

The Work performed under this Contract has been reviewed and found to be substantially complete.
The Date of Substantial Completion is hereby established as _____
which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ENGINEER BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items appended hereto within _____ days from the above Date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the property described as _____

in the _____ of _____
County of _____ State of _____
of which _____

_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the (here insert name and address of Surety Company)

_____, SURETY COMPANY,
on bond of (here insert name and address of Contractor)

_____, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

_____, OWNER,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____, 20____.

Surety Company

Signature of Authorized Representative

Attest:

(Seal):

Title

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the property described as _____

in the _____ of _____
County of _____ State of _____
of which _____
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.
for and in consideration of the sum of (E) _____
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(F) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

_____ (SEAL)
(Signature of Authorized Representative)

TITLE: _____

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth: if waiver is for a partnership, the partnership name should sign and designate himself as partner.

CONTRACTOR'S CERTIFICATION OF COMPLETION

TO:

DATE_____

PROJECT_____

JOB NO. _____

CONTRACT NO. _____

ATTN: Resident Project Rep.

OWNER_____

FROM: _____

(Firm or Corporation)

This is to certify that I, _____ am an authorized

official of _____

workin in the capacity of _____

and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

BY _____

TITLE _____

FOR _____