



# EXHIBIT "P" CONSULTANT'S APPLICATION FOR PAYMENT

## \*INSTRUCTION SHEET

### IMPORTANT REMOVE TOP PAGE BEFORE SUBMITTING YOUR APPLICATION

**CONSULTANT NAME**

As stated in the agreement

**PROJECT NAME**

As stated in the agreement

**CONTRACT NUMBER**

As stated in the agreement

**PAYMENT REQUEST NO.:**

Refer to previous request for the last number used, if applicable. If the Work is complete, check the final payment line and submit a separate application for release of retainage. DO NOT request the retained amount as part of the final payment request.

**WORK PERIOD**

Dates of work performed for which payment is requested; to prevent delayed payment, be sure to state actual dates of work.

### STATEMENT OF CONTRACT ACCOUNT SECTION

Lines 1 through 11 are to include all applicable taxes if required by the agreement

- Line 1** Original amount as stated in the agreement:  
Enter the dollar amount or the approximate amount (if stated)
- Line 2** Approved Change Orders to the original agreement:  
Enter the change order numbers in the space provided  
Enter the dollar amount in the space provided
- Line 3** The sum of lines 1 and 2
- Line 4** To compute the amount to enter on this line:  
Determine the value of the original Agreement Work completed during work period stated above first request, enter this amount  
If not first request, obtain figure from Line 4 of previous request and add to value of Step A  
Enter this new sum on Line 4 of this request
- Line 5** Same procedure indicated for Line 4, except use value of Work of change orders instead of original Agreement Work
- Line 6** Payment for "value" must be authorized in accordance with the agreement
- Line 7** The sum of Lines 4, 5, and 6  
*NOTE: To ensure that A/Z and Consultant are in agreement with the value of Work completed, a breakdown and/or explanation of all work is required before any request can be processed*
- Line 8** Enter the retainage percentage as indicated on the agreement in the space provided, figure this percentage of the amount on Line 7 and enter on Line 8
- Line 9** Line 8 subtracted from Line 7
- Line 10** If first request, enter 0. If not first request, obtain figure from Line 9 of previous request and enter that amount on Line 10 of this request
- Line 11** Line 10 subtracted from Line 9; check the applicable box regarding tax in accordance with agreement

### IMPORTANT NOTES

**All applications for payment MUST be signed by an authorized representative of Consultant and notarized. Be certain that certified payrolls and appropriate breakdowns have been provided to A/Z.**

**All Applications for Payment MUST be accompanied by: signed and notarized Additional Work Log; signed and notarized partial and/or final waivers; and Subcontractors and Suppliers List; payments will NOT be released until these documents have been received and approved.**

**Applications for payment MUST be sent to [azap@a-zcorp.com](mailto:azap@a-zcorp.com); HARDCOPY payment applications will NOT be accepted.**





## EXHIBIT "P"

# SUBCONTRACTOR AND SUPPLIER'S LIST

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

Please provide the following required information for each subcontractor, independent contractor and supplier that will or has been used on the above referenced project. Attach additional pages as necessary.

**Subcontractor:** \_\_\_\_\_ Description of Work: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ Description of Work: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Supplier:** \_\_\_\_\_ Description of Work: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Supplier:** \_\_\_\_\_ Description of Work: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

I certify that the above information is complete and accurate and agree to notify A/Z immediately in writing if any subsequent changes or additions are made.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Consultant's Affidavit of Final Payment, Final Waiver and Release of Liens

**Whereas**, the undersigned \_\_\_\_\_ (hereinafter "Consultant") being duly authorized and sworn, does hereby depose and state:

**That** it was retained by A/Z Corporation (hereinafter "A/Z"), to provide labor, equipment, and/or material for the construction and/or improvement of the Project property known as \_\_\_\_\_ (hereinafter "Project") in connection with A/Z's Agreement for construction of the aforementioned Project and on behalf of \_\_\_\_\_ (hereinafter "Owner").

**Now Therefore**, in consideration of and conditioned upon Consultant's receipt of full and final payment in the amount of \$ \_\_\_\_\_ (hereinafter the "Payment Amount") and other good and valuable consideration, Consultant does hereby forever and unconditionally release, waive, discharge and agree to hold harmless the Owner, A/Z, A/Z's Surety if any, and the Project (hereinafter the "Released Parties") from any and all statutory, common law or equitable rights in or to any and all liens, claims, bonds and/or other causes of action of any nature which Consultant now has, or at any time hereafter may have, against the Released Parties, arising out of or related to any labor, material, equipment or on other work provided by or on behalf of Consultant on, to, for, or in connection with the Project, up to and including the date hereof.

**Whereas**, Consultant further warrants and represents that: 1) its current trade contract price is \$ \_\_\_\_\_; 2) prior to the payment of this Final Payment amount, Consultant has received payment from A/Z per the trade contract in the total amount of \$ \_\_\_\_\_; 3) from this or prior Partial Payment amounts, Consultant either has already or shall immediately satisfy all of its payment obligations in connection with its provision of services in connection with the Project including, but not limited to, its obligations for any taxes, insurance, benefits and any Project related costs; and 4) Consultant has fully performed all of its obligations to A/Z under the trade contract for work performed by the Consultant in connection with the Project, through the date hereof.

**In Witness Whereof**, the undersigned, being duly authorized, does hereunto set its hand and seal, and does acknowledge and swear that it executes these presents with actual authority on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, of its own volition as its free act and deed.

CONSULTANT

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

*Print Name – Authorized Agent*

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

**to wit:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Consultant's Affidavit of Partial Payment, Partial Waiver and Release of Liens

**Whereas**, the undersigned \_\_\_\_\_ (hereinafter "Consultant") being duly authorized and sworn, does hereby depose and state:

**That** it was retained by A/Z Corporation (hereinafter "A/Z"), to provide labor, equipment, and/or material for the construction and/or improvement of the Project property known as \_\_\_\_\_ (hereinafter "Project") in connection with A/Z's Agreement for construction of the aforementioned Project and on behalf of \_\_\_\_\_ (hereinafter "Owner").

**Now Therefore**, in consideration of and conditioned upon Consultant's receipt of partial payment in the amount of \$ \_\_\_\_\_ (hereinafter the "Payment Amount") and other good and valuable consideration, Consultant does hereby forever and unconditionally release, waive, discharge and agree to hold harmless the Owner, A/Z, A/Z's Surety if any, and the Project (hereinafter the "Released Parties") from any and all statutory, common law or equitable rights in or to any and all liens, claims, bonds and/or other causes of action of any nature which Consultant now has, or at any time hereafter may have, against the Released Parties, arising out of or related to any labor, material, equipment or on other work provided by or on behalf of Consultant on, to, for, or in connection with the Project, up to and including the date hereof.

**Whereas**, Consultant further warrants and represents that: 1) its current trade contract price is \$ \_\_\_\_\_; 2) prior to the payment of this Partial Payment amount, Consultant has received payment from A/Z per the trade contract in the total amount of \$ \_\_\_\_\_; 3) from this or prior Partial Payment amounts, Consultant either has already or shall immediately satisfy all of its payment obligations in connection with its provision of services in connection with the Project, including but not limited to, its obligations for any taxes, insurance, benefits and any Project related costs; and 4) A/Z has fully performed all of its obligations to Consultant under the trade contract for work performed by Consultant in connection with the Project, through the date hereof.

**In Witness Whereof**, the undersigned, being duly authorized, does hereunto set its hand and seal, and does acknowledge and swear that it executes these presents with actual authority on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, of its own volition as its free act and deed.

CONSULTANT

By: \_\_\_\_\_  
*Print Name – Authorized Agent*

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

**to wit:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

