AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Gunnis

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Oldcastle SW Group, Inc. dba United Companies

Term Begins: On Signature **Term Ends:** 9/22/2016 **Grant Contract #:**

Summary:

This is a State contract form and was reviewed by David B on 5/23/2016 .

Fiscal Impact: $608,596.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
80% - 20% cost share between CDOT and County per project STE C400-001. 2016 total budget for this project is $616,427

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/25/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 52516

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/25/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/7/2016

Revised April 2015

Gunnison County

SH 135/Riverwalk Trail Shared Use Path

Agreement Documents

AGREEMENT

THIS AGREEMENT, made this 25th day of May, 2014, by and between, **Gunnison County, Colorado** hereinafter called "OWNER", and Oldcastle SW Group Inc. dba United Companies of Mesa County doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **SH 135/Riverwalk Trail Shared Use Path, Project CDOT Project No. STE C400-001, Project Code 17646.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Fifteen calendar days after the date of the NOTICE TO PROCEED and will complete the same by 120 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Six hundred eight thousand five hundred ninety-six Dollars and zero Cents ($ 608,596.00) dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - A. ADVERTISEMENT FOR BID
   - B. INSTRUCTIONS TO BIDDERS
   - C. BID
   - D. BID BOND
   - E. AGREEMENT
   - F. GENERAL CONDITIONS
   - G. SUPPLEMENTARY GENERAL CONDITIONS
   - H. STANDARD SPECIAL PROVISIONS
   - I. PROJECT SPECIAL PROVISIONS
   - J. CDOT SPECIAL PROVISIONS
   - K. COMPLETION TIME

L. CALENDAR DAYS

M. PAYMENT BOND

N. PERFORMANCE BOND

O. NOTICE OF AWARD

P. NOTICE TO PROCEED

Q. CHANGE ORDER

R. FWHA Form 1273

S. DRAWINGS prepared by **SGM** numbered 1 through 48 and revised M&S sheets (drawing sht. 2) with last revision dated: 12/29/15.

T. SPECIFICATIONS prepared and issued by **SGM** dated April 2016.

U. ADDENDA:

No.001, dated March 24, 2016.

No.002, dated N/A.

No.003, dated N/A.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

OWNER: Gunnison County

BY: [signature]

NAME: Matthew Birnie

TITLE: County Manager

(SEAL) GUNNISON COUNTY SEAL COLORADO

ATTEST (OWNER):

(Please type)

NAME: Katherine Hease

TITLE: Deputy County Clerk

CONTRACTOR: Oldcastle SW Group, Inc., dba United Companies

BY:

BY:

NAME: Kyle Alpha, General Manager

(SEAL)

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

ADDRESS: 2273 River Road

Grand Junction, CO 81505

ATTEST (CONTRACTOR):

Oldcastle SW Group, Inc., dba United Companies

(Please type)

NAME: Dorothy Feil

TITLE: Assistant Secretary

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Bond No. 9220309

PEFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Oldcastle SW Group, Inc. dba United Companies of Mesa County
Name of Contractor

2273 River Road, Grand Junction, CO 81502
Address of Contractor

a **Corporation**
Corporation, Partnership or Individual

Hereinafter called Principal, and **Fidelity and Deposit Company of Maryland**
Name of Surety

1400 American Lane, Tower One, 18th Fl, Schaumburg, IL 60196
Address of Surety

Hereinafter call Surety, are held and firmly bound unto **Gunnison County Public Works Department**

Name of Owner

195 Basin Park Drive, Gunnison, CO 81230
Address of Owner

Hereinafter called OWNER, in the penal sum of **Six Hundred Eight Thousand Five Hundred Ninety Six and 00/100** Dollars ($ **608,596.00**) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 25th day of May, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

SH 135 / Riverwalk Trail Shared Use Path, Project CDOT STE C400-001, Code: 17646

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice TO THE surety, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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 **Three (3)** (number of copies) counterparts, each one of which shall be deemed an original, this **13th** day of **May**, **2016**.

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

Oldcastle SW Group, Inc. dba
United Companies of Mesa County
Principal (signature)

By: _____
Type/print Kyle Alpha, General Manager

2273 River Road

Grand Junction, CO 81502
Address

ATTEST: _____
(Principal) Secretary Dorothy Feil

(SEAL)

_____
Witness as to Principal Janel Tanner

2273 River Road

Grand Junction, CO 81502
Address

SURETY: **Fidelity and Deposit Company of Maryland**

By: _____
Attorney-in-Fact **Linda Nipper**

15 W. South Temple, Ste. 700

Salt Lake City, UT 84101
Address

ATTEST: _____
Witness as to Surety **Lindsey Plattner**

15 W. South Temple, Ste. 700

Salt Lake City, UT 84101
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

EXHIBIT A
AMENDMENT

The following additional provision shall constitute an amendment to Payment Bond No. _____.

PROVIDED, FURTHER, that the Principal and Surety, for value received, shall indemnify and save harmless the Owner to the extent of any payments required to be made by the Principal under the terms of the Contract. Subcontractors, material men, mechanics, and others shall have the right of action for amounts lawfully due them from the Principal or Subcontractor directly against the Principal and Surety of this bond. In the event the Principal or his Subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, pro-vendor, or other supplies used or consumed by such Principal or his Subcontractor in performance of the Work contracted be done, the Surety shall pay the same in an amount not exceeding the sum specified in the bond, together with interest, at the rate of eight percent (8%) per annum.

IN WITNESS WHEREOF, this Amendment is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____.

_____
Principal

ATTEST:

_____
(Principal) Secretary

By:_____

_____
(Address)

_____
Witness as to Principal

_____
(Witness as to Principal)

_____
(Address)

_____
Surety

By:_____
Attorney-in-Fact

_____
Address

ATTEST:

_____
Address

_____

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Bond No. 9220309

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

Oldcastle SW Group, Inc. dba United Companies of Mesa County
(Name of Contractor)

2273 River Road, Grand Junction, CO 81502
(Address of Contractor)

a **Corporation**, hereinafter called Principal,
(Corporation, Partnership, Individual)

and **Fidelity and Deposit Company of Maryland**
(Name of Surety)

1400 American Lane, Tower One, 18th Fl, Schaumburg, IL 60196
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

Gunnison County Public Works Department
(Name of Owner)

195 Basin Park Drive, Gunnison, CO 81230
(Address of Owner)

hereinafter called "OWNER" in the penal sum of **Six Hundred Eight Thousand Five Hundred Ninety Six and 00/100** dollars, ($**608,596.00**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 25th day of May, 2016 a copy of which is hereto attached and made a part hereof for the construction of:

SH 135 / Riverwalk Trail Shared Use Path, Project CDOT STE C400-001, Code: 17646

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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 Three (3) (number)

counterparts, each one of which shall be deemed an original, this 13th day of May, 2016.

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

Oldcastle SW Group, Inc. dba United Companies of Mesa
Principal

ATTEST:

Dorothy Feil (Principal) Secretary

By: (s)
Kyle Alpha, General Manager

2273 River Road
Grand Junction, CO 81502
(Address)

Witness as to Principal:

2273 River Road
Grand Junction, CO 81502
(Address)

Janel Tanner

Fidelity and Deposit Company of Maryland
(Surety)

By:
(Attorney-In-Fact) Linda Nipper

15 W. South Temple, Ste. 700
Salt Lake City, UT 84101
(Address)

ATTEST:

Witness as to Surety Lindsey Plattner

15 W. South Temple, Ste. 700
(Address)

Salt Lake City, UT 84101

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

SURETY ACKNOWLEDGMENT

STATE OF UTAH }

COUNTY OF SALT LAKE } SS

On this 13TH day of MAY, 2016, before me personally came LINDA NIPPER to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

Notary Public
LINDSEY PLATTNER
Commission Number 659659
My Commission Expires
November 30, 2016
State of Utah

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of November, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Secretary
Michael McKibben

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 24th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 020-8022W

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13TH day of MAY, 2016.

Gerald F. Haley

Gerald F. Haley, Vice President

NOTICE TO PROCEED

To: _____ Date: _____

Project: **Riverwalk Trail**

_____

You are hereby notified to commence WORK in accordance with the Agreement

Dated _____ On or Before _____

By: _____

Owner

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

this the _____ day of _____, 20 ___ .

By: _____

Title: _____

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ADDENDUM ORDER

ORDER NO. _____
DATE: _____
BID DATE: _____

NAME OF PROJECT: **Riverwalk Trail**

OWNER: Gunnison County

ENGINEER: SGM

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADDENDUM ACKNOWLEDGED BY:

_____ Name

_____ Date

PREPARED BY:

_____

List of Attachments:

CHANGE ORDER

ORDER NO: _____

DATE: _____

AGREEMENT DATE: _____

NAME OF PROJECT Riverwalk Trail

OWNER/CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT price: $_____

Original CONTRACT price: $_____

Current CONTRACT price adjusted by previous CHANGE ORDER(s): $_____
The CONTRACT price due to this CHANGE ORDER will be (increased) (decreased) by: $_____

The new CONTRACT price including this CHANGE ORDER will be: $_____

Change to CONTRACT time:

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

The date for completion of all WORK will be _____

Approvals Required:

To be effective, this Order must be approved by the Federal Agency (if applicable) if it changes scope or objective of the WORK, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Federal Agency Approval (where applicable) _____

MONTHLY PAYMENT ESTIMATE SUMMARY

Project Title	Project No.
Riverwalk Trail	2013-251 STE C400-001 17646

Contractor	Address

Estimate No. Period to	Contractor or Spec. No.	Date

DESCRIPTION	Amounts		
	Previous	This Month	To Date
Gross Earnings including Materials on Hand.....	$	$	$
Deduction __% of Work Done.....			
Deduction after __% of Work is Done.....			
Deduction __% of Material on Hand.....			
Total Deduction.....			
Net Earning.....	$	$	$
Less Previous Payments.....			$
Plus: Payment of Previous Deduction.....			$
Net Payment this Estimate.....			$

% Time Elapsed	% Work Completed

Contract Completion Data:
Notice to Proceed Received by Contractor....
*Contract Completion Time.....
Contract Completion Date.....

*As Amended by Change Order No.

Submitted by (Signature & Title)	Administrative Review - Final Payments

Approved by (Signature & Title)	Approved by - Final Payments

MONTHLY PAY ESTIMATE

Project No. 2013-251, STE C400-001, 17646 Contract No._____ Sheet _____of _____

Project Title **Riverwalk Trail** Contractor_____Date_____ Estimate No. _____

PAY ITEM NO.	NATURE OF WORK	UNIT	QUANTITY		UNIT BID	EARNINGS	

REQUEST FOR PAYMENT FOR MATERIALS ON HAND

INSTRUCTIONS

TO CONTRACTORS:
Forward original and one copy to Resident Project Representative. Attach evidence of purchase (and warehouse receipt when required) to the original.

TO RESIDENT PROJECT REPRESENTATIVE:
Retain original in your files with supporting documents for progress payments.

	Date
TO: (Resident Project Representative)	Project No.
FROM: (Contractor)	

In Accordance with the provisions of the General Conditions of the Contract, request is made for payment of materials on hand for the following materials.

ITEM NUMBER	QUANTITY	UNIT	MATERIALS DESCRIPTION	VALUE	WHERE STORED

AFFIDAVIT

The materials listed above have been purchased exclusively for use on the above referenced project. The material is separate from the other like materials and is physically identified as our property for use only on Contract _____. The Owner may enter upon the premises for inspection, checking or auditing, or for any other purpose, as you consider necessary. It is expressly understood and agreed that this information and affidavit is furnished to the owner for the purpose of obtaining payment for the understood and agreed that this information and affidavit is furnished to the Owner for the purpose of obtaining payment for the above materials before they are delivered to, or incorporated into, the project described above, and that the storage thereof at the locations shown shall not relieve the Contractor of full responsibility for the security and protection of all such materials until acceptance by the Owner of the completed project.

Contractor: By_____ Title_____ Date _____

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior *Applications For Payment* numbered 1 through _____ inclusive: and (2) title to all materials and equipment incorporated ins aid Work or otherwise listed in or covered by this *Application For Payment* will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond Acceptable to OWNER).

Dated:_____, _____. _____
Contractor

By: _____

ENGINEER'S Recommendations:

This Application (with accompanying documentation) meets the requirements of the Contract Documents, and payment of the above *Amount Due This Application* is recommended.

Dated:_____, _____. _____
Engineer

By: _____