



APPLICATION FOR PAYMENT TEXAS: FINAL

NNAC Job #: _____ Payment Application #: _____

Project Name: _____ Period Through: _____

Subcontractor Name: _____

1	Original Subcontract Total		_____
2	Net Change by Change Orders	+/-	_____
3	Contract Sum to Date (1 + 2)	=	_____
4	Completed to Date		_____
5	Previously Completed		_____
6	Current Application for Payment (4 - 5)	=	_____
7	Does Retention Apply?	YES NO	
8	Retention Rate <i>(if applicable)</i> Format Tip: Use decimals. For ex: 1.5% = .015, 5%=.05, etc.)		_____
9	Retention Amount \$ (8 x 6)	=	_____
10	PAYMENT DUE THIS APPLICATION (6 - 9)	=	_____
11	Balance to Finish Subcontract (3 - 4)	=	_____

FOR OFFICE USE ONLY

Cost Code: _____

Amount: _____

Approval: _____



**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT –
TEXAS STATE PUBLIC WORKS
(TX GOV'T. CODE § 2253 et. seq. AND OTHER APPLICABLE LAW)**

PROJECT: _____

_____ (Project)

JOB NO. _____

SUBCONTRACTOR / SUPPLIER: _____

On receipt by the signor of this document of a check from _____ (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any statutory lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signor's position.

This release covers final payment for work, labor, services, equipment, material or supplies furnished by or through _____ (person with whom signor contracted) in connection with the Project or the Standard Subcontract Agreement.

In further consideration, the undersigned does hereby release and forever discharge Contractor, Contractor's Surety and the Owner from any and all presently existing claims, causes of action, suits, debts, liens, obligations, liabilities, and demands of any kind or character or nature whatsoever, whether based on contract, equity, tort or otherwise, and whether known or unknown, that arise out of, relate to, or are in any way connected to the construction of the Project or the Standard Subcontract Agreement.

It is expressly understood that this waiver and release has been given prior to receipt of payment at the request of the payer thereof, and is therefore contingent upon receipt in due course of payment in full of the amount set forth above. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signor.

The signor warrants that the signor has already paid or will use the funds received from this final payment to pay in full all of the signor’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services that have been provided for or to the Project.

I certify under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me on this ____ day of _____ (month), _____ (year)
by _____ (name of signor).

NOTARY PUBLIC, STATE OF TEXAS
My commission expires: _____