

**GUTIERREZ CONSTRUCTION CO., INC.**

Burlington Office Park
 One Wall Street
 Burlington, MA 01803
 (781) 272-7000/Fax (781) 272-3130

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

SUBCONTRACTOR _____ WORK PERFORMED DESCRIBE BRIEFLY _____ AGREEMENT NO. _____ PROJECT NAME _____ PROJECT LOCATION _____	DATE _____ APPLICATION NUMBER _____ 1. TOTAL VALUE TO DATE _____ % \$ _____ 2. LESS _____ % RETENTION \$ _____ 3. REMAINDER _____ 4. DEDUCT AMOUNT OF PREVIOUS PAYMENTS \$ _____ (!ITEM 3 FROM PREVIOUS MONTH) 5. THIS APPLICATION \$ _____ <p style="text-align: center; font-size: small;">We hereby make application in the above sum on account of work performed by us thru</p> AUTHORIZED SIGNATURE _____ DATE _____ BY _____ TITLE _____ DATE _____
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AMOUNT OF AGREEMENT NO.		VALUE	% COMPLETE	VALUE OF WORK COMPLETED TO DATE	PREVIOUS APPLICATION (INCLUDING RETENTION)	THIS APPLICATION (INCLUDING RETENTION)
APPV'D. DATE	CHANGE ORDERS (LIST EACH)					
	1.					
	2.					
	3.					
	4.					
	5.					
	6.					
	7.					
	8.					
	9.					
	10.					
	11.					
	12.					
	13.					
	14.					
	15.					
	16.					
	17.					
(SUB) TOTAL						

← FOR GUTIERREZ CONSTRUCTION CO., INC. USE ONLY →

	APPROVAL	DATE	BY	<i>FOR ACCOUNTING ONLY</i> DATE PAID: AMOUNT PAID: CHECK NUMBER:
			V.P. CONSTR.	
			CONSTR. MGR.	
			SUPT.	

SUBCONTRACTOR'S CERTIFICATE

TO: _____ ("Bank")
_____ ("Contractor")

RE: GUTIERREZ CONSTRUCTION CO., INC. ("Owner")
_____ ("Project")

APPLICATION FOR PAYMENT THRU _____ (period)

The undersigned, a Subcontractor for a portion of construction for the above-described development, does hereby certify to the Contractor and Owner as follows:

(1) Under date of _____, we entered into a Subcontract with the Contractor for the construction of a portion and/or components to form a portion of said development. Such Subcontract is still in full force and effect and has not been amended, in any respect whatever, as of the date of this Application, except

(2) This Application for Payment is in full compliance with said Subcontract. Upon payment of the same, the undersigned will have no other or additional claim against the Owner or the Contractor on account of said Subcontract or otherwise (including, without limitation, any claims on account of all work furnished by us and labor or materials furnished which would entitle any person to any lien under Chapter 254 of the Massachusetts General Laws) for and with respect to the period of time up to and including the date of our said Application except for retainage, for which payment is to be made to us as provided in our Subcontract.

(3) That the Contractor is not in default in any of its obligations to the undersigned, as of the date hereof.

(4) That full payment has been made of all obligations incurred by the undersigned to our subcontractors, workmen and materialmen for and with respect to all work and materials (including without limitation labor and materials furnished which would entitle any person to any lien under Chapter 254 of the Massachusetts General Laws) supplied through and including the date of our said Application, except, as to our subcontractors, for customary retainage not exceeding ten per cent (10%) of amounts earned by such subcontractors.

(5) We are not in default of any of our obligations to any of our subcontractors, workmen or materialmen, for and with respect to all work and material (including without limitation labor and materials furnished which would entitle any person to any lien under Chapter 254 of the Massachusetts General Laws) supplied through and including the date of this Application. As of this date, the only amounts not paid to subcontractors, workmen or materialmen on account of work or material (including without limitation labor and materials furnished which would entitle any person to any lien under Chapter 254 of the Massachusetts General Laws) supplied through and including the date of this Application are: (a) amounts shown as allocable to work performed for the period covered by this Application and to be paid from the proceeds thereof; (b) retainage; and (c) [If there is any other outstanding unpaid bills, such as bills on account of disputed work, list, otherwise, insert the word "NONE".]

This Certificate is given to induce the Bank to make an advance against the proceeds of the loan which the Owner has secured from the Bank relative to the above mentioned development, and to induce the Owner to make payment under the Contractor's current Application for Payment, and it is intended that the Bank and the Owner shall rely upon the same.

SUBCONTRACTOR:

[Corporate Seal]

by: _____

title: _____

Hereunder duly authorized

dated: _____