

SWORN STATEMENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

<<<name of person signing sworn statement>>>, being duly sworn, deposes and says: That <<<name of company>>> is a/the <<<select one>>>(contractor)(subcontractor)(supplier) for an improvement to the following described public works situated in _____ County, Michigan, described as follows:

Contract No. <<<MDOT Contract ID Number>>> **Project Name:** <<<eg. I-96 from U.S 23 to Kent Road>>>

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the <<<same selection as above>>>(contractor)(subcontractor)(supplier) has <<<select one>>>(contracted)(subcontracted)(supplied material)(supplied labor) for performance under the contract with the owner, lessee, or general contractor thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
SUB TOTALS								

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
	TOTALS							

That the (contractor) (subcontractor) has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as <<<authorized agent if signator is not officer or employee of company>>>_ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the owner, lessee, or general contractor of the public works described on the reverse side and his or her agents that the public works described on the reverse side is free from claims of construction or bond liens, or the possibility of construction or bond liens, except as specially set forth on the reverse side hereof..

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT FOR THE PURPOSE OF OBTAINING PAYMENT IS SUBJECT TO CRIMINAL and CIVIL PENALTIES AS PROVIDED BY LAW.

(Deponent)

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

_____, Notary Public
_____ County, Michigan

My commission expires:
Acting in _____ County

SWORN STATEMENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

_____, being duly sworn, deposes and says: That _____ is a/the (contractor)(subcontractor)(supplier) for an improvement to the following described public works situated in _____ County, Michigan, described as follows:

Contract No. _____; **Project Name:** _____

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor)(supplier) has (contracted)(subcontracted)(supplied material)(supplied labor) for the improvement on the above referenced public works project and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
SUB TOTALS								

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
	TOTALS							

That the (contractor) (subcontractor) has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as _____ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the party from whom payment is requested and to the prime contractor who has furnished a payment bond covering the public works project described on the reverse side and his or her agents that the public works described on the reverse side is free from claims of payment bond liens, or the possibility of payment bond liens, except as specially set forth on the reverse side hereof.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT FOR THE PURPOSE OF OBTAINING PAYMENT IS SUBJECT TO CRIMINAL and CIVIL PENALTIES AS PROVIDED BY LAW.

(Deponent)

Subscribed and sworn to before me this _____ day of _____, 20__.

_____, Notary Public
_____ County, Michigan

My commission expires:
Acting in _____ County

FULL CONDITIONAL WAIVER

Our contract with <<<name of company>>> to furnish<<<general description of work/material furnished. Eg. Concrete work and related items. Eg. Aggregate materials>>> materials to <<<MDOT>>> Project No. <<<MDOT Contract ID Number>>> has been fully paid and satisfied with respect to our rights under the Payment / Lien Bond covering said Project and all of our rights to pursue payment under the Payment/Lien Bond No. _____ issued by <<<name of prime contractor>>> as principal and <<<name of payment bond surety>>> as surety, together with any rights, demands, or causes of action we may have against _<<<name of prime contractor>>> or <<<name of payment bond surety>>>, are hereby fully waived and released and the "Notice of Lien Claim" (if any) dated ,<<<insert "N/A" if none. Insert date of Notice of Lien Claim if one has been filed>>> and any amendment(s) thereto, is hereby rescinded.

This waiver is conditioned upon our receipt of payment in the amount of \$<<<amount of payment for which waiver is being given>>>

<TYPE OR PRINT COMPANY NAME>

by: <<type or print name>>

its: <<type or print title>>

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20__.

_____, Notary Public
_____ County, Michigan

My commission expires: _____

Acting In _____ County

FULL CONDITIONAL WAIVER

Our contract with _____ to furnish _____ materials to _____ Project No. _____ has been fully paid and satisfied with respect to our rights under the Payment / Lien Bond covering said Project and all of our rights to pursue payment under the Payment/Lien Bond No. _____ issued by _____ as principal and _____ as surety, together with any rights, demands, or causes of action we may have against _____ or _____, are hereby fully waived and released and the "Notice of Lien Claim" (if any) dated _____, and any amendment(s) thereto, is hereby rescinded.

This waiver is conditioned upon our receipt of payment in the amount of \$_____.

by: _____
its: _____

STATE OF MICHIGAN)
) **SS**
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20__.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting In _____ County

FULL UNCONDITIONAL WAIVER

Our contract with <<<name of company>>> to furnish general description of work/material furnished. Eg. Concrete work and related items. Eg. Aggregate materials>>> materials to <<<MDOT>>> Project No. <<<MDOT Contract ID Number>>> has been fully paid and satisfied with respect to our rights under the Payment / Lien Bond covering said Project and all of our rights to pursue payment under the Payment/Lien Bond No. _____ issued by <<<name of prime contractor>>> as principal and <<<name of payment bond surety>>> as surety, together with any rights, demands, or causes of action we may have against <<<name of prime contractor>>> or <<<name of payment bond surety>>> , are hereby fully waived and released and the "Notice of Lien Claim" (if any) dated ,<<<insert "N/A" if none. Insert date of Notice of Lien Claim if one has been filed>>>, and any amendment(s) thereto, is hereby rescinded.

<TYPE OR PRINT COMPANY NAME>

by: <<type or print name>>

its: <<type or print title>>

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20__.

Notary Public
_____ County, Michigan

My commission expires: _____

Acting In _____ County

FULL UNCONDITIONAL WAIVER

Our contract with _____ to furnish _____ materials to _____ Project No. _____ has been fully paid and satisfied with respect to our rights under the Payment / Lien Bond covering said Project and all of our rights to pursue payment under the Payment/Lien Bond No. _____ issued by _____ as principal and _____ as surety, together with any rights, demands, or causes of action we may have against _____ or _____, are hereby fully waived and released and the "Notice of Lien Claim" (if any) dated _____, and any amendment(s) thereto, is hereby rescinded.

by:

its:

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20___.

Notary Public
_____ County, Michigan
My commission expires: _____
Acting In _____ County

PARTIAL CONDITIONAL WAIVER OF LIEN

Our contract with <<<name of company>>> to furnish <<<general description of work/material furnished. Eg. Concrete work and related items. Eg. Aggregate materials>>>to <<<MDOT>>> Project No. <<<MDOT Contract ID Number>>> has been partially paid and satisfied in the amount of \$<<<amount of payment for which waiver is being given>>>with respect to our rights under the Payment / Lien Bond covering said Project and our rights to pursue payment under the Payment/Lien Bond No. _____ issued by <<<name of prime contractor>>> as principal and <<<name of payment bond surety>>> as surety, together with any rights, demands, or causes of action we may have against <<<name of prime contractor>>> or <<<name of payment bond surety>>> are hereby waived and released to the extent of said partial payment of \$ <<<amount of payment for which waver is being given>>> and the "Notice of Lien Claim" (if any) dated ,<<<insert "N/A" if none. Insert date of Notice of Lien Claim if one has been filed>>> and any subsequent amendment(s) thereto, are hereby rescinded, waived and released for the amount of \$ <<<amount of payment for which waiver is being given>>> and are hereby amended to reflect only the remaining balance claimed to be due under our contract in the amount of \$<<<remaining balance after deduction of all partial payments to date>>>.

This waiver is conditioned upon our receipt of payment in the amount of \$ <<<amount of payment for which waver is being given>>>

<TYPE OR PRINT COMPANY NAME>

by: <<type or print name>>

its: <<type or print title>>

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20__.

_____, Notary Public
_____ County, Michigan

My commission expires: _____

Acting In _____ County

PARTIAL CONDITIONAL WAIVER OF LIEN

Our contract with _____ to furnish _____,
_____ to _____ Project
No. _____ has been partially paid and satisfied in
the amount of \$_____ with respect to our rights under the Payment / Lien Bond
covering said Project and our rights to pursue payment under the Payment/Lien Bond
No. _____ issued by _____ as principal and
_____ as surety, together with any rights, demands, or
causes of action we may have against _____ or
_____ are hereby waived and released to the
extent of said partial payment of \$_____ and the "Notice of Lien Claim" (if any)
dated _____, and any subsequent amendment(s) thereto, are
hereby rescinded, waived and released for the amount of \$_____ and are
hereby amended to reflect only the remaining balance claimed to be due under our
contract in the amount of \$_____.

This waiver is conditioned upon our receipt of payment in the amount of
\$ _____.

by:
its:

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this
___ day of _____, 20___.

_____, Notary Public
_____ County, Michigan

My commission expires: _____

Acting In _____ County

PARTIAL UNCONDITIONAL WAIVER OF LIEN

Our contract with <<<name of company>>> to furnish <<<general description of work/material furnished. Eg. Concrete work and related items. Eg. Aggregate materials>>> to <<<MDOT>>> Project No. <<<MDOT Contract ID Number>>> has been partially paid and satisfied in the amount of \$ <<<amount of payment for which waiver is being given>>>with respect to our rights under the Payment / Lien Bond covering said Project and our rights to pursue payment under the Payment/Lien Bond No. _____ issued by <<<name of prime contractor>>> as principal and <<<name of payment bond surety>>> as surety, together with any rights, demands, or causes of action we may have against <<<name of prime contractor>>> or <<<name of payment bond surety>>> are hereby waived and released to the extent of said partial payment of \$<<<amount of payment for which waver is being given>>> and the "Notice of Lien Claim" (if any) dated <<<insert "N/A" if none. Insert date of Notice of Lien Claim if one has been filed>>> and any subsequent amendment(s) thereto, are hereby rescinded, waived and released for the amount of \$ <<<amount of payment for which waiver is being given>>> and are hereby amended to reflect only the remaining balance claimed to be due under our contract in the amount of \$ <<<remaining balance after deduction of all partial payments to date>>>.

<TYPE OR PRINT COMPANY NAME>

by: <<type or print name>>
its: <<type or print title>>

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this ___ day of _____, 20___.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting In _____ County

PARTIAL UNCONDITIONAL WAIVER OF LIEN

Our contract with _____ to furnish _____,
_____ to _____ Project
No. _____ has been partially paid and satisfied in
the amount of \$_____ with respect to our rights under the Payment / Lien Bond
covering said Project and our rights to pursue payment under the Payment/Lien Bond
No. _____ issued by _____ as principal and
_____ as surety, together with any rights, demands, or
causes of action we may have against _____ or
_____ are hereby waived and released to the
extent of said partial payment of \$_____ and the "Notice of Lien Claim" (if any)
dated _____, and any subsequent amendment(s) thereto, are
hereby rescinded, waived and released for the amount of \$_____ and are
hereby amended to reflect only the remaining balance claimed to be due under our
contract in the amount of \$_____.

by:
its:

STATE OF MICHIGAN)
) SS
COUNTY OF)

The signator is known to me and acknowledged the foregoing instrument this
___ day of _____, 20___.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting In _____ County