CONDITIONAL FINAL PAYMENT AFFIDAVIT AND LIEN WAIVER
SECOND TIER SUBCONTRACTOR/SUPPLIER

DATE: _____

FIRST TIER SUBCONTRACTOR: _____
SECOND TIER SUBCONTRACTOR/SELLER: _____
PROJECT: LTHS Gym & F/A
OWNER: Lake Travis Independent School District
CONTRACTOR: AMERICAN CONSTRUCTORS

DESCRIPTION OF PROPERTY: Lake Travis High School Competition Gymnasium & Fine Arts Addition

The undersigned representative of Subcontractor/Seller makes the following statement under oath for and on behalf of Second Tier Subcontractor/Seller:

Contractor and First Tier Subcontractor have fully paid all obligations to Second Tier Subcontractor/Seller that pertain in any way to the Project.

All work/material to be done/furnished on the Project by Second Tier Subcontractor/Seller or at its expense has been fully completed in a good-workmanlike manner in accordance with all applicable agreements, plans and specifications. Second Tier Subcontractor/Seller has fully and finally paid for all its obligations to all parties for labor or other services, materials or equipment provided to the Project under an agreement with or at the order or request of Second Tier Subcontractor/Seller. In all other respects, Subcontractor/Seller has fully performed all its obligations under all contracts and subcontracts to which it is a party and which pertain in any way to the Project.

All information at any time provided to Contractor or Owner by Second Tier Subcontractor/Seller that Contractor or Owner may use to determine amounts to be paid to First Tier Subcontractor and Second Tier Subcontractor/Seller, such as invoices, statements, estimates, delivery receipts or work records, are true and correct.

Second Tier Subcontractor/Seller waives any and all liens on the Property and all claims and causes of action that pertain in any way to the Project which Second Tier Subcontractor/Seller would otherwise have against Contractor or Owner.

Second Tier Subcontractor/Seller makes this affidavit with the intention and understanding that Contractor and Owner will rely on it when calculating, approving or making payments to First Tier Subcontractor. Second Tier Subcontractor/Seller agrees and acknowledges that it will be liable to Contractor and Owner for any losses that either of them suffer as a direct or indirect result of such reliance.

SECOND TIER SUBCONTRACTOR/SELLER:

Company: _____
By: _____
Print Name: _____
Title: _____