

## LIEN RELEASES

### 1.0 Philosophy

- 1.1 We need to protect RIT from contractor/supplier liens.
- 1.2 Articles 9.3.3 of the RIT General Conditions and Article 7.1.4 of the CM Agreement provide a method for this protection by requiring Prime Contractors, General Contractors, and Construction Managers to supply Lien Release documents.
- 1.3 FMS Staff must follow the below process.

### 2.0 Process

- 2.1 FMS Project Managers must obtain a list of all sub-contractors working on a project and notify Prime Contractors, GCs, or CMs that a Lien Release must be submitted by them and each sub-contractor with each invoice or application for payment.
- 2.2 Exhibit A shows the letter RIT Purchasing sends each Contractor to whom a PO is issued and explains which form is to be completed by Prime Contractors, GCs, or CMs and which by Subcontractors or suppliers of material or equipment.
- 2.3 Upon receipt of an Application for Payment or invoice, in addition to reviewing it for validity, FMS Project Managers must verify that Lien Releases have been submitted by all required parties. If a Lien Release is missing for the Prime Contractor, GC, or CM, or any of their sub-contractors, e-mail or fax a "Notice of Non-Payment" to the Prime Contractor, GC, or CM. Attach a copy of this "Non-Payment" form to the invoice or payment application and if the invoice is otherwise valid, approve it, but make a notation on the invoice or payment application to hold payment until Lien Release is received by Accounts Payable.
- 2.4 An e-mail "Notice of Non-Payment" should follow this format:

To: (Name of Prime Contractor, GC, or CM)

Subject: Notice of Non-Payment

We cannot process your Invoice # \_\_\_\_\_, dated \_\_\_\_\_, in the amount of \$\_\_\_\_\_ because it lacked a Lien Release from \_\_\_\_\_. Please mail this notice and the missing release to the following address so we can process your payment:

RIT Accounts Payable  
7 Lomb Memorial Drive  
Rochester, NY 14623-5608

- 2.5 A fill in the blanks "fax" is available at:  
F:\Design and Construction\Forms\Lien Fax for this purpose.

## IMPORTANT PAYMENT REQUIREMENTS

1. Each invoice or Application for Payment must be mailed to:

Rochester Institute of Technology  
Accounts Payable  
7 Lomb Memorial Drive  
Rochester, NY 14623-5608

2. Contractor invoices must be either submitted on AIA Application for Payment Forms or the attached RIT Invoice Form (Exhibit A-1). Consultant invoices must be submitted on the attached RIT Invoice Form (Exhibit A-2).
3. Each invoice or Application for Payment must indicate the RIT Project Number and the RIT PO Number (both of which appear on the attached Purchase Order).
4. The following apply only to Contractor invoices:
  - a. AIA Applications for Payment must be certified by the Project Architect or Engineer prior to submission.
  - b. Prior to submitting your first invoice or Application for Payment you must provide a list of all subcontractors and major vendors and suppliers of material or equipment to your RIT Project Manager. This list must contain the name, address, and phone number of the subcontractor, plus the contact person (and his/her phone number(s) and e-mail address) within that company. This list must be updated throughout the course of your work as necessary.
  - c. Each invoice or Application for Payment must be accompanied by an *Affidavit of Payment of Debts and Claims and Affidavit of Waiver/Release of Liens* (Exhibit A-3) signed by an officer of your company, and an *Acknowledgement of Payment and Waiver of Lien* (Exhibit A-4) signed by an officer of each company to which you subcontract any portion of this project's work.
  - d. If requested by RIT, an *Acknowledgement of Payment and Waiver of Lien* (Exhibit A-4) may also be required from your vendors, suppliers of material or equipment, etc.
  - e. In the event that a lien is filed by your employees, subcontractors or suppliers of material or equipment used in the work covered by this purchase order, you must obtain a release of lien or satisfaction of claim within ten days of its filing, either by agreement or by furnishing a bond satisfactory to Rochester Institute of Technology to indemnify it against such lien or claim.

**MAIL ALL INVOICES TO: RIT – ATTN. ACCOUNTS PAYABLE  
7 Lomb Memorial Drive, Rochester, NY 14623**

CONTRACTOR INVOICE

RIT PO # \_\_\_\_\_ INVOICE NO. \_\_\_\_\_

RIT PROJECT # \_\_\_\_\_ PERIOD FROM \_\_\_\_\_

- |    |                               |    |
|----|-------------------------------|----|
| 1. | ORIGINAL PO AMOUNT            | \$ |
| 2. | CHANGE ORDERS                 | \$ |
| 3. | TOTAL AUTHORIZED (Line 1 + 2) | \$ |
| 4. | COMPLETED TO DATE             | \$ |
| 5. | PREVIOUSLY INVOICED           | \$ |

6.	AMOUNT OF THIS INVOICE (Line 4 - 5)	\$
	_____ Partial Billing	
	OR	
	_____ Final Billing	

- |    |                                |    |
|----|--------------------------------|----|
| 7. | BALANCE REMAINING (Line 3 - 4) | \$ |
|----|--------------------------------|----|

SPECIAL INSTRUCTIONS FOR T & M INVOICES:

Line 1 – Insert the words “not to exceed” and the dollar amount authorized on the T&M Purchase Order.

Line 2 – If actual T&M performed exceeds the Line 1 amount, call RIT Project Manager and arrange for a change order **PRIOR** to submitting an invoice.

Line 6 – Attach detailed back-up for labor and material. Mark up limited to 10%.

NOTE: A Waiver/Release of Lien form from each Contractor and Subcontractor must accompany this invoice.

**ARCHITECT/ENGINEER INVOICE SUMMARY**

CONSULTANT NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

PURCHASE ORDER NO.: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 APPLICATION FOR PAYMENT NO.: \_\_\_\_\_  
 FOR PERIOD: \_\_\_\_\_

		ORIGINAL CONTRACT AMOUNT (a)	CHANGE ORDERS (b)	REVISED CONTRACT AMOUNT (c=a+b)	PER CENT COMPLETED (d)	MAXIMUM BILLING ALLOWABLE (e=cxd)	PREVIOUSLY BILLED (f)	CURRENT BILLING (g)	TOTAL BILLINGS (h=f+g)
PHASES									
	PROGRAMMING/CONCEPT DESIGN								
	SCHEMATIC DESIGN								
	DESIGN DEVELOPMENT								
	CONTRACT DOCUMENTS								
	INTERIORS								
	BIDDING								
	CONTRACT ADMINISTRATION								
OTHER									
	REIMBURSABLES								
TOTAL									

**NOTES:**

1. Mail all invoices to: RIT -- ATTN: ACCOUNTS PAYABLE -- 7 Lomb Memorial Drive, Rochester, NY 14623
2. Include detail listing of all hours worked to date on this project. Listing should include names and titles of all individuals assigned to this project, actual hours worked, and agreed upon billing rates.
3. Include sufficient detail to support "reimbursable" billing.
4. A Waiver/Release of Lien form from each Consultant and Sub-consultant must accompany this invoice.

**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
AND AFFIDAVIT OF WAIVER/RELEASE OF LIENS**

TO: Rochester Institute of Technology

FROM: \_\_\_\_\_

RIT PROJECT : \_\_\_\_\_

RIT PURCHASE ORDER: \_\_\_\_\_

The Undersigned hereby certifies that to the best of the Undersigned's knowledge, information and belief, except as listed below, all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Undersigned for damages arising in any manner in connection with the performance of the Project referenced above for which Rochester Institute of Technology or its property might in any way be held responsible have been paid in full or upon receipt of the payment to which this is attached will be paid in full or otherwise satisfied; and hereby unconditionally waives, releases and relinquishes all of its rights and covenants to commence an action for or to claim or file a mechanic's lien or other lien against RIT or its property for such labor, equipment, and/or materials so furnished by the Undersigned.

The Undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner and its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Contractor or by any person or entity acting for or claiming by, through or under the Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

The Undersigned, further attests that with respect to this Contract, all required taxes have been set aside and have been paid or will be paid when due, and all employer contributions required to be paid under labor agreements have been paid or will be paid when due.

The Undersigned further, hereby certifies that to the best of the Undersigned's knowledge, information and belief, except as listed below, the release or waivers of lien attached hereto include all contractors, all subcontractors, all suppliers of material and equipment, and all performers of work, labor and services who have or may have liens against any property of Rochester Institute of Technology arising in any manner out of the performance of the Project referenced above.

Exceptions:

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to \_\_\_\_\_  
before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

**SUBCONTRACTOR/MATERIALMAN  
WAIVER & RELEASE OF LIEN**

PARTIAL \_\_\_\_\_  
FINAL \_\_\_\_\_

OWNER: ROCHESTER INSTITUTE OF TECHNOLOGY

CM or CONTRACTOR: \_\_\_\_\_

RIT PROJECT # \_\_\_\_\_

RIT PO # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_ (The CM or Contractor) has been engaged by ROCHESTER INSTITUTE OF TECHNOLOGY (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and \_\_\_\_\_ (The Subcontractor or Materialman) has been engaged by \_\_\_\_\_ (The CM or Contractor) to assist.

NOW THEREFORE, \_\_\_\_\_ (The Subcontractor or Materialman) for and in consideration of \$ \_\_\_\_\_ (prior payments received) and contingent upon receipt of \$ \_\_\_\_\_ (anticipated current month's payment) will, upon receipt of aforementioned anticipated payment, waive, release, and relinquish all claims, demands, liens, or rights of liens, to the extent of the amount of \$ \_\_\_\_\_ (total of prior and anticipated payments) for all work, labor, materials, machinery or other goods equipment, or services done, performed, and/or furnished for the construction of the above referenced project.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application \_\_\_\_\_ dated \_\_\_\_\_, a copy of which is attached hereto.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor or Materialman)

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Typed Name and Title)