

IL 049-05-9
April 4, 2005

Attachment 1

SAMPLE PARTIAL FINAL PAYMENT/RELEASE DOCUMENT

Partial Final Payment and Release of Claims to Contract No. _____,
dated _____, for _____, at the _____ VAMC.

1. For and in consideration of payments heretofore made for construction services, and payment of \$ _____ [state the final amount of the construction contract, subtracting out the money to be held for payment of the guarantee period services] for performance of the above contract, the undersigned hereby releases and discharges the United States of America of and from all existing and future liabilities, obligations and claims whatsoever under or arising out of said contract for construction services, except for the guarantee period services as set forth below, and the following (list all claims here; if none, so state):

2. Upon payment of \$ _____ [fill in figure stated above] for construction services, all obligations of the contractor to perform further services and all obligations of the Government to make further payments shall cease with the exception of rights and liabilities associated with defects, guaranties, warranties, guarantee period services, or any excepted items as set forth above relating to any activities or component parts furnished to the Government under the contract or agreement.

3. The Government agrees to pay the Contractor \$ _____ [state the total amount withheld for payment of the guarantee period services] for guarantee period services to be performed during the maintenance schedule. Payment will be made in arrears pursuant to the schedule noted below or in the contract, upon satisfactory performance and presentation of a properly executed invoice. Post contract guarantee period services shall commence upon acceptance of the installation of the warranted equipment by the Government as set forth in the contract.

SAMPLE POST-CONSTRUCTION CONTRACT MAINTENANCE SCHEDULE

RATE

- | | |
|---|-----------------------------|
| A. Four Hydraulic Elevators
Section 14240, Paragraph 1.9
Accepted on: _____ | 60 months @ _____ per month |
|---|-----------------------------|

8.

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|---|-----------------------------|
| B. Fire Alarm System
Section 13850, Paragraph 1.6
Accepted on: _____ | 24 months @ _____ per month |
| C. Visual Nurse Call System
Section 16761, Paragraph 3.4
Accepted on: _____ | 36 months @ _____ per month |
| D. Public Address System
Section 16770, Paragraph 3.4
Accepted on: _____ | 36 months @ _____ per month |
| E. Radio Entertainment Distribution
(RED) System
Section 16771, Paragraph 1.5
Accepted on: _____ | 36 months @ _____ per month |

4. Upon payment of the last payment for each of the systems covered by guarantee period service all obligations of the contractor to perform further services and all obligations of the Government to make further payments shall cease with the exception of rights and liabilities associated with defects, guaranties, or warranties relating to any activities or component parts furnished to the Government under the contract or agreement.

Contracting Officer

Contractor

Date

Date