SPECIMEN LETTER
REQUEST FOR EARLY PARTIAL RELEASE OF CONTRACTOR'S HOLDBACK

__________(Field Office Manager)_______
________________________________________
________________________________________
________________________________________

RE:   _________(Project Name)___________
_______(Project Location)_________
Project No. ______________________

Dear:

We request that you authorize release of $______________________,
of the contractor's retainage at this time. Current holdback
through Requisition No._____, $__________________________, minus the
requested release, leaves $_____________________________ as undisbursed
holdback, which equals ___________ percent of the contract amount. We
also request that no further holdback be retained from future
amounts due the contractor. The following certifications are
provided as a basis for your favorable determination.

The undersigned hereby certify in regard to subject project,
that to the best of our knowledge the following are true
statements:

1. The contractor, ________________________________________________,
has no identity of interest as defined by the Amendment To
The Construction Contract To Identify Identities Of Interest
Between Owner/Contractor/Subcontractors/Architect, except
that the contractor has a ___________ percent ownership interest
in the project.

2. Actual project completion is _________ percent, and scheduled
completion is _________ percent.

3. There is no noncompliant work nor other exceptions,
including: stop orders, other sanctions, or warning to
impose sanctions against the contract work, or the
contractor in regard to the contract work, by any
controlling authority.

4. There is no violation of the Davis-Bacon and Related Acts,
no claim for nonpayment by any mechanic, subcontractor,
supplier and/or lessor, no dispute regarding under or
nonpayment, nor payment more than 30 days past due, except:
____________________________________________________________.

________________________________________

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5. There is no claim for damage arising from the performance of the contract.

6. The contractor's performance has been timely and responsive throughout the construction period.

7. The surety, ______(where applicable, Surety Name, otherwise omit item)______, has given its consent for the early release of the contractor's retainage, as requested herein. The surety's consent and power of attorney for the authorizing agent are attached hereto.

_______ (Contractor)_________   __________(Mortgagor)__________

By _____________________________   By ________________________________

____________(Title)_____________   ____________(Title)________________

________________________________   ___________________________________

Date                               Date

_______(Mortgagee)______________

By______________________________

____________(Title)_____________

________________________________

Date

WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years or both.