

# SUBCONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:

PROJECT:

APPLICATION NO.  
PERIOD TO:  
JOB NO.:

FROM SUBCONTRACTOR:

CONTRACT DATE:

CONTRACT FOR:

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net change by Change Orders \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE \$ \_\_\_\_\_
5. RETAINAGE:
  - a. \_\_\_\_% Of Completed Work \$ \_\_\_\_\_
  - b. \_\_\_\_% of Stored Material \$ \_\_\_\_\_Total Retainage \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE \$ \_\_\_\_\_  
(Line 4 less Line 5 total)
7. LESS PREVIOUS CERTIFICATES OF PAYMENT \$ \_\_\_\_\_
8. CURRENT PAYMENT DUE \$ \_\_\_\_\_
9. BALANCE TO FINISH, INCL. RETAINAGE \$ \_\_\_\_\_  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total approved this Month		
TOTAL		
NET CHANGES by Change Order		

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor; and that current payment shown herein is now due.

SUBCONTRACTOR:

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

State of:

County of:

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission expires:

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

Date: \_\_\_\_\_

CONTINUATION SHEET

In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.  
APPLICATION DATE:  
PERIOD TO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E) (INVOICES MUST BE ATTACHED)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

### SUBCONTRACTOR/SUPPLIER DISCLOSURE

THIS PAGE IS REQUIRED TO BE UPDATED EACH MONTH AND ATTACHED TO YOUR BILLING.

Job Name: \_\_\_\_\_

Job No.: \_\_\_\_\_

Billing Period Thru: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Please furnish the information requested below for any subcontractor or supplier you will be utilizing for the above referenced project and whose services will exceed \$5,000. Each month this should be a continuation from last month's form (not specifically for the current month's billing). If not applicable, indicate as such and sign below.

#### Subcontractors and Suppliers

Company	Sub or Supplier?	Address	Telephone #	Contact/E-Mail

(attach additional pages if required)

#### Labor Union Affiliations

Union & Local No.	Address	Telephone #	Contact/E-Mail

I certify to the best of my knowledge and belief that this is a complete and accurate listing of subcontractors, material and equipment suppliers and labor organizations with which we will be associated in conjunction with the project named above.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

\_\_\_\_\_ Reviewed/Approved by PM

## INTERIM AFFIDAVIT, WAIVER AND RELEASE

OWNER:

CONTRACTOR: William H. Lane Incorporated

SUBCONTRACTOR: \_\_\_\_\_

PROJECT DESCRIPTION:

\_\_\_\_\_, the undersigned, for and in consideration of the payments made to it by William H. Lane Incorporated (Contractor) for labor employed in and /or materials furnished for the construction of the above referenced project pursuant to the above referenced contract, hereby certifies as follows:

- 1.) Upon receipt of the sum of \_\_\_\_\_ (net amount due on attached application for payment # \_\_\_\_\_), the undersigned will have received payment for all deliveries of material to and/or for all work performed in the construction of the project through \_\_\_\_\_ (period ending date on attached application for payment), and except for receipt of said payment and as an inducement to William H. Lane Incorporated (Contractor) to make same, the undersigned hereby affirms that there are no outstanding claims against \_\_\_\_\_ (Subcontractor's Name) in connection with this project.
  
- 2.) In consideration of the payments made to date, the undersigned does hereby waive, release and quit claim in favor of William H. Lane Incorporated (Contractor), the owner of the project, each and every party making a loan on the project and the title company or companies examining and/or insuring title to the project and any and all of their successors and assignees, all rights that presently exist or hereafter may accrue to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are situate or any amendment of said law regarding the rights of \_\_\_\_\_ (Subcontractor's Name), a sub-subcontractor, laborer, supplier or materialman to assert a lien or claim against the project.
  
- 3.) Contingent upon the receipt of the sum of \_\_\_\_\_ (net amount due on attached application for payment # \_\_\_\_\_), the undersigned does hereby forever release, waive, and discharge the project and William H. Lane Incorporated and owner of the project from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assigns ever had, now have, or ever will have against the said William H. Lane Incorporated (Contractor) and owner of the project by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify and hold William H. Lane Incorporated (Contractor) and owner of the project harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.

- 4.) The undersigned has not and will not assign any claim against William H. Lane Incorporated or the owner of the project nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.
- 5.) The undersigned warrants that all laborers and sub-subcontractors employed by it, and all supplies or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work have been paid in full and that none of such laborers, sub-subcontractors, suppliers, materialmen, or claimants has any claim demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.
- 6.) No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver of Lien and Release is an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

IN WITNESS WHEREOF, this Affidavit, Waiver of Lien and Release has been executed on this \_ day of \_\_\_\_\_.

\_\_\_\_\_

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

Witness: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

## FINAL AFFIDAVIT, WAIVER AND RELEASE

OWNER:

CONTRACTOR: William H. Lane Incorporated

SUBCONTRACTOR: \_\_\_\_\_

PROJECT DESCRIPTION:

\_\_\_\_\_, the undersigned, for and in consideration of the payments made to it by William H. Lane Incorporated (Contractor) for labor employed in and /or materials furnished for the construction of the above referenced project pursuant to the above referenced contract, hereby certifies as follows:

- 1.) Upon receipt of the sum of \_\_\_\_\_ (final billing amount due - retainage), the undersigned will have received final payment in full for all deliveries of material to and /or for all work performed in the construction of the project, and except for receipt of said final payment and as an inducement to William H. Lane Incorporated (Contractor) to make same, the undersigned hereby affirms that there are no outstanding claims against \_\_\_\_\_ (Subcontractor's Name) in connection with this project.
  
- 2.) In consideration of the payments made to date, the undersigned does hereby waive, release and quit claim in favor of William H. Lane Incorporated (Contractor), the owner of the project, each and every party making a loan on the project and the title company or companies examining and/or insuring title to the project and any and all of their successors and assignees, all rights that presently exist or hereafter may accrue to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are situate or any amendment of said law regarding the rights of \_\_\_\_\_ (Subcontractor's Name), a sub-subcontractor, laborer, supplier or materialman to assert a lien or claim against the project.
  
- 3.) Contingent upon the receipt of the sum of \_\_\_\_\_ (final billing amount due - retainage), the undersigned does hereby forever release, waive, and discharge the project and William H. Lane Incorporated (Contractor) and owner of the project from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assigns every had, now have, or ever will have against the said William H. Lane Incorporated (Contractor) and owner of the project by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify and hold William H. Lane Incorporated (Contractor) and owner of the project harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.

- 4.) The undersigned has not and will not assign any claim against William H. Lane Incorporated (Contractor) or the owner of the project nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.
- 5.) The undersigned warrants that all laborers and sub-subcontractors employed by it, and all supplies or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work have been paid in full and that none of such laborers, sub-subcontractors, suppliers, materialmen, or claimants has any claim demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.
- 6.) No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver of Lien and Release is an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

IN WITNESS WHEREOF, this Affidavit, Waiver of Lien and Release has been executed on this\_ day of \_\_\_\_\_.

\_\_\_\_\_

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

Witness: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public