



ATTACHMENT "C" - APPLICATION FOR PAYMENT

SUBCONTRACT #: \_\_\_\_\_

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

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

PAYMENT REQUEST NO.: \_\_\_\_\_

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

PERIOD (From): \_\_\_\_\_

SOUTHSIDE APPROVAL: P.M. \_\_\_\_\_ SUPT. \_\_\_\_\_ ADM. \_\_\_\_\_

(To): \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Approved Subcontract Change Orders: \_\_\_\_\_

Adjusted Contract Amount: \_\_\_\_\_

- 1. Value of Work Complete to Date\*
2. Material Stored on Site\*
3. Total Complete and Stored to Date (Line 1 + Line 2)
4. Less Retainage (Line 3 x \_\_\_\_\_)
5. Total Less Retainage (Line 3 - Line 4)
6. Total Previously Certified (Deduct)
7. NET DUE THIS REQUEST (Line 5 - Line 6)
\* Schedule of Values/Cost Summary must be attached.

INTERIM WAIVER AND RELEASE UPON PAYMENT

THE UNDERSIGNED has been employed by Southside Constructors, Inc. to furnish \_\_\_\_\_ (describe materials and/or labor) for the construction of improvements known as \_\_\_\_\_ (title of project or building) which is located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and is owned by \_\_\_\_\_ (name of owner) and more particularly described as follows:

Upon receipt of the sum of \_\_\_\_\_ (Line 7 above), the undersigned waives and releases any and all liens or claims of lien it has upon the foregoing described property through the date of \_\_\_\_\_ (date) and excepting those rights and liens that the mechanic and/or material man might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said Contractor for said building or premises.

AFFIDAVIT AND CERTIFICATION

THE UNDERSIGNED certifies that the work performed and the materials supplied to date, as covered by this Application for Payment, has been completed in accordance with the Contract Documents, and represents the actual value of the work under the terms of the Subcontract (and all changes thereto) between the undersigned and Southside Constructors, Inc.

THE UNDERSIGNED (1) acknowledges receipt of the amount set forth above as "Total Previously Certified", (2) certifies that the amount of payments received to the date of this Waiver are in accordance with the Subcontract, and (3) warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements.

AFFIDAVIT AND CERTIFICATION CONTINUED ON THE ATTACHED HEREOF.



**ATTACHMENT "C" - APPLICATION FOR PAYMENT**

SUBCONTRACT #: \_\_\_\_\_  
 SUBCONTRACT DATE: \_\_\_\_\_  
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PRIOR PAYMENTS:

The above signed further acknowledges receipt of payment (s) to date for the Project in the amount of \_\_\_\_\_ from Subcontractor and/or Contractor for labor employed in and/or materials furnished, and therefore waives and releases any and all liens, claims of liens or damages it has against the foregoing described property, the Owner of the Project, Contractor, or Contractor's Surety through the date of \_\_\_\_\_ (date).

The undersigned further represents that all employees, laborers, material men and subcontractors employed by the undersigned in connection with the project have been fully paid and that no obligations, legal, equitable, or otherwise are owed by the undersigned in connection with the project. With respect to these representations and warranties, the undersigned does hereby agree to indemnify and hold harmless Contractor, its payment and performance surety, if any, Owner and any others whom claim may be asserted from any and all claims, damages, loses, expense and the like incurred by the undersigned to a supplier, laborer, material men and/or subcontractor, any or all expenses incurred by the Contractor including legal fees, court or arbitration costs, will be the responsibility of the undersigned.

This Interim Waiver and Release does hereby waive, release and relinquish any and all claims, acts, events, circumstances construction or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the effective date hereof, expecting only any claims currently unresolved for which written notice has been provided to Contractor as follows:

SUB-SUBCONTRACTOR / SUPPLIER STATUS

THE UNDERSIGNED further warrants the following is a complete listing of all sub-subcontractors and material suppliers that will be supplying labor and/or material to this project on subcontractor's behalf, the value of which is in excess of \$ **5,000** dollars. For each sub-subcontractor and material supplier listed is a separate lien waiver, properly executed to waive and release any claim it may have upon the land and improvements.

Sub-Subcontractor or Supplier	Subcontract or P.O. Amount	Value of Work Completed to Date	Amount Previously Paid	Amount Currently Due	Joint Check

(Attach additional sheets if necessary)

**Waivers or releases from sub-subcontractors and suppliers in the amount shown above must be attached.**

Date: \_\_\_\_\_ 0  
 SUBCONTRACTOR

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ BY: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

Notary Public \_\_\_\_\_ TITLE: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

