

BRANDT CONSTRUCTION, INC. SAMPLE BILLING PROCEDURES

1. Submit (beginning of the project):
 - Schedule of Values
 - Subcontractors & Suppliers Listing

 2. Submit (monthly progress billing):
 - Application #1 on an AIA G702/G703
 - Vendor Certification Form for Application #1
 - a) Upon receipt of payment of Application #1, unconditional waivers of lien must be submitted for all subcontractors & suppliers receiving payment on Application #1

 3. Submit (monthly progress billing):
 - Application #2 on an AIA G702/G703
 - Vendor Certification Form for Application #2
 - a) Upon receipt of payment of Application #2, unconditional waivers of lien must be submitted for all subcontractors & suppliers receiving payment on Application #2

 4. Submit (monthly progress billing):
 - Application #3 on an AIA G702/G703
 - Vendor Certification Form for Application #3
 - a) Upon receipt of payment of Application #3, unconditional waivers of lien must be submitted for all subcontractors & suppliers receiving payment on Application #3

 5. Submit (monthly progress billing):
 - Application #4 on an AIA G702/G703
 - Vendor Certification Form for Application #4
 - a) Upon receipt of payment of Application #4, unconditional waivers of lien must be submitted for all subcontractors & suppliers receiving payment on Application #4

 6. Submit (retainage billing):
 - Retainage Application on an AIA G702/G703
 - Vendor Certification Form for Retainage Application
 - a) At the time of submitting the retainage application, conditional waivers of lien must be submitted for all subcontractors & suppliers.
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- Future payments will be held until all waivers of lien from prior pay applications are received.
 - Brandt Construction, Inc. reserves the right to joint check any payment.



AFFIDAVIT AND WAIVER AND RELEASE OF LIENS AND CLAIMS

The undersigned, being duly sworn upon his oath, states that he is a principal owner or officer of _____ (SUBCONTRACTOR/SUPPLIER), and is duly authorized to enter into this agreement and make those affirmations on behalf of that entity to furnish materials, labor, or services for _____ (PROJECT NAME) owned by _____ (OWNER), and does hereby further state that the sum of \$ _____ is made as payment as consideration for the Affidavit and Waiver and Release of Liens and Claims.

Therefore, as to the following entities:

- 1. Brandt Construction, Inc.,
2. _____ (OWNER), and
3. All other entities

having an interest in this project, the undersigned, as duly authorized agent for _____ (SUBCONTRACTOR/SUPPLIER) hereby unconditionally waives and releases any and all other liens or claims whatsoever against the above listed entities and on the above-described property, the improvements thereon and the Project, and on contractor's bond, on account of labor, materials or services furnished by the undersigned to the Project. The undersigned further certifies that all funds received from this project have been applied for the payment for labor, material, and services furnished to this project by employees, subcontractors, and material suppliers and that no other party has any lien or claim on account of any work performed or material furnished for this Project, and within the scope of this Affidavit and Waiver.

SUBCONTRACTOR/SUPPLIER
Company: _____
By: _____
Printed: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing, before me, notary public, personally appeared _____, duly authorized officer of _____, who having been duly sworn, acknowledged the execution of the foregoing Affidavit and Waiver and Release of Liens and Claims, for and on behalf of said company and stated that the representations therein contained are true.

WITNESS my hand and notorial seal this _____ day of _____, 20__

Written: _____
Printed: _____
NOTARY PUBLIC

My county of residence: _____
My commission expires: _____

This waiver is to be fully executed and returned to Brandt Construction, Inc.



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LIENS AND CLAIMS
(CONDITIONAL UPON PAYMENT RECEIPT)

The undersigned, being duly sworn upon his oath, states that he is a principal owner or officer of (SUBCONTRACTOR/SUPPLIER), and is duly authorized to enter into this agreement and make those affirmations on behalf of that entity to furnish materials, labor, or services for (PROJECT NAME) owned by (OWNER), and does hereby further state that the sum of \$ is made as payment as consideration for the Affidavit and Waiver and Release of Liens and Claims.

Therefore, as to the following entities:

- 1. Brandt Construction, Inc.,
2. (OWNER), and
3. All other entities

having an interest in this project, the undersigned, as duly authorized agent for (SUBCONTRACTOR/SUPPLIER) hereby conditionally waives and releases any and all other liens or claims whatsoever against the above listed entities and on the above-described property, the improvements thereon and the Project, and on contractor's bond, on account of labor, materials or services furnished by the undersigned to the Project, upon receipt of payment. The undersigned further certifies that all funds received from this project have been applied for the payment for labor, material, and services furnished to this project by employees, subcontractors, and material suppliers and that no other party has any lien or claim on account of any work performed or material furnished for this Project, and within the scope of this Affidavit and Waiver, upon receipt of payment.

SUBCONTRACTOR/SUPPLIER
Company:
By:
Printed:
Title:

STATE OF
COUTY OF

The foregoing, before me, notary public, personally appeared, duly authorized officer of, who having been duly sworn, acknowledged the execution of the foregoing Affidavit and Waiver and Release of Liens and Claims, for and on behalf of said company and stated that the representations therein contained are true.

WITNESS my hand and notorial seal this day of, 20

Written:
Printed:
NOTARY PUBLIC

My county of residence:
My commission expires:

This waiver is to be fully executed and returned to Brandt Construction, Inc.