



# APPLICATION FOR PAYMENT FEDERAL: INTERIM

NNAC Job #: \_\_\_\_\_ Payment Application #: \_\_\_\_\_

Project Name: \_\_\_\_\_ Period Through: \_\_\_\_\_

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

1	Original Subcontract Total		_____
2	Net Change by Change Orders	+/-	_____
3	Contract Sum to Date (1 + 2)	=	_____
4	Completed to Date		_____
5	Previously Completed		_____
6	Current Application for Payment (4 - 5)	=	_____
7	Does Retention Apply?	YES NO	
8	Retention Rate <i>(if applicable)</i> Format Tip: Use decimals. For ex: 1.5% = .015, 5%=.05, etc.)		_____
9	Retention Amount \$ (8 x 6)	=	_____
10	<b>PAYMENT DUE THIS APPLICATION</b> (6 - 9)	=	_____
11	Balance to Finish Subcontract (3 - 4)	=	_____

FOR OFFICE USE ONLY

Cost Code: \_\_\_\_\_

Amount: \_\_\_\_\_

Approval: \_\_\_\_\_



**CONDITIONAL LIEN/CLAIM WAIVER AND RELEASE - INTERIM**  
**(Federal Public Works – 40 U.S.C. § 3131 et seq. and other Applicable Law)**

TO: National Native American Construction, Inc. ("Contractor")  
TO: \_\_\_\_\_ ("Owner")  
TO: \_\_\_\_\_ ("Surety")  
AND TO: Whom it May Concern

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Project")

SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

In accordance with the Standard Subcontract Agreement between Contractor and \_\_\_\_\_ (subcontractor/supplier), and in consideration of the payment by Contractor of certain balances under the Standard Subcontract Agreement in the amount of \$ \_\_\_\_\_ (hereinafter referred to as "Payment Funds"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive and release any and all rights of lien or claims of any type, kind, or character including, but not limited to, any statutory lien, equitable lien, contract claim, extra work claim, stop notice, and bond or retainage claim (public or private) that the undersigned may have arising out of or related to any work, labor, services, equipment, material or supplies furnished by or through the undersigned in connection with the Project or the above-referenced Standard Subcontract Agreement through the date of \_\_\_\_\_.

In further consideration, the undersigned does hereby release and forever discharge Contractor, Contractor's Surety and the Owner from any and all presently existing claims, causes of action, suits, debts, liens, obligations, liabilities, and demands of any kind or character or nature whatsoever, whether based on contract, equity, tort or otherwise, and whether known or unknown, that arise out of, relate to, or are in any way connected to the construction of the Project or the above-referenced Standard Subcontract Agreement, except for those claims, causes of action, suits, debts, liens, obligations, liabilities, and demands that are specifically reserved below:

**WAIVER OF RIGHT TO CIVIL ACTION - 40 U.S.C. § 3133(C). Without limiting the generality of the foregoing, the undersigned does hereby waive and release any right to bring a civil action on any payment bond required under the Miller Act for labor or material furnished in connection with the Project or the Standard Subcontract Agreement through the date of \_\_\_\_\_.**

The undersigned warrants that \_\_\_\_\_ (subcontractor/supplier) has already paid such subcontractor/supplier's employees, lower tier subcontractors, and suppliers on the Project all sums owing to them for work, materials, equipment, labor or other obligations of such subcontractor/supplier in connection with the Project or that—if such employees, lower tier subcontractors, and suppliers have not been so paid—such subcontractor/supplier will use the Payment Funds to pay any such employees, lower tier subcontractors, and suppliers on the Project all sums owing to them for work, materials, equipment, labor or other obligations of such subcontractor/supplier related to the Project before paying itself any of the remaining Payment Funds.

**It is expressly understood that this waiver and release has been given prior to receipt of payment at the request of the payer thereof, and is therefore contingent upon receipt in due course of payment in full of the amount set forth above.**

**I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.**

SIGNED IN \_\_\_\_\_, \_\_\_\_\_ (place) on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date)

Company Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

A duly authorized and constituted representative

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me on: \_\_\_\_\_

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

Notary Public in and for the State of: \_\_\_\_\_

My commission expires: \_\_\_\_\_