

**INVOICING REQUIREMENTS FOR ALL
SUBCONTRACTORS/SUPPLIERS**

Hilger Construction, Inc. will make every effort possible to see that all subcontractors are paid in a timely manner. The best way to insure that this happens is to make sure that all of your required paperwork has been submitted.

The following documents must be on file in order to get paid on time:

1. A **signed Subcontract Agreement** has been returned.
2. A **Certificate of Insurance** has been received.
3. The **Site Specific Safety Plan** has been addressed and processed by our jobsite superintendent.
4. All **Certified Payroll Reports**, if required, from subcontractors and their lower tier subs must be current before payment can be released.
5. **Statement of Intent to Pay Prevailing Wages** must be submitted, if required, prior to first payment. **Affidavit of Wages Paid** must be submitted, if required, prior to final payment.
6. For partial invoicing, Hilger Construction requires that the subcontractor co-ordinate with the project manager regarding the percent complete prior to invoicing.
7. **Subcontractor Application for Payment and Partial Release and Waiver of Lien shall be submitted by the last Wednesday prior to the 20th of each month.** Hilger Construction will not process your invoice without the Subcontractor Application for Payment and Partial Release and Waiver of Lien (attached).
8. Invoices, which are rejected for non-compliance, will be returned within 7 days of receipt. To re-invoice, the subcontractor must re-submit Subcontractor Application for Payment and Partial Release and Waiver of Lien with a new current date.
9. At the end of the project, each subcontractor shall bill for 100% on the **Subcontractor Application for Payment and Final Release and Waiver of Lien** (attached). It is not necessary to submit a separate bill at the end of the project for previous retention withheld.
10. A **One-Year Labor and Material Warranty** and any other required **Closeout Material** must be submitted before final payment will be made.
11. Mail Invoices to: Hilger Construction, Inc., Attn: Laura Perry, 10905 25th Ave East, Tacoma, WA 98445-5350 or email to laura.perry@hilgerconstruction.com

**SUBCONTRACTOR/SUPPLIER APPLICATION FOR PAYMENT and
PARTIAL RELEASE AND WAIVER OF LIEN**

Prime Contractor **Hilger Construction, Inc.**
 Subcontractor's Name _____ Job Name _____
 Address _____ Invoice No. _____
 City, State, Zip _____ Invoice Date _____
 Phone No. _____ For Work Completed Thru _____
 Fax No. _____ (Date) _____

Original Contract	A	B	C	D	E	F	Hilger Use Only
			(AxB)		C-D	(A-C)	
Specification Section / Description Of Work	Contract \$ Amt	% Done	Total \$ Complete	Previous \$ Billed	Current \$ Billed	Balance \$ To Complete	Task Code
Totals For Original Contract:	\$		\$	\$	\$	\$	
Change Orders							
1							
2							
3							
4							
Totals For Change Orders:	\$		\$	\$	\$	\$	
Totals Including Change Orders:	\$		\$	\$	\$		
Retention (_____ %) ----->					\$ (_____)		
Current Amount Due:					\$ _____		

Certificate of the Subcontractor/Supplier:

- I hereby certify, to the best of my knowledge and belief that, -
- 1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract.
 - 2) Payments to subcontractors/suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub/material contract agreements and the requirements of Chapter 39 of Title of a United States Code.
 - 3) This request for progress payment does not include any amounts, which the subcontractor/supplier intends to withhold or retain from a lower tier subcontractor or supplier in accordance with the terms and conditions of the sub/supplier contract.

Partial Release and Waiver of Lien

SUBCONTRACTOR/SUPPLIER, in consideration and receipt of partial payment in the above stated amount, does hereby remit, release and forever discharge CONTRACTOR from any and all actions, causes of action, debts, dues, accounts, covenants, agreements, judgments, claims and demands of whatsoever nature of character which said SUBCONTRACTOR/SUPPLIER now has or ever has had against the CONTRACTOR, its successors and assigns, which shall have arisen or may arise out of or be incidental to work undertaken or done under in connection with the SUBCONTRACT/MATERIAL AGREEMENT and related CHANGE AGREEMENTS thereto.

SUBCONTRACTOR/SUPPLIER hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which the CONTRACTOR might be sued or for which a lien might be filed, have been fully satisfied and paid and in consideration of partial payment herein, hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all lien rights arising out of the performance of the sub/material contract and will defend and save harmless the CONTRACTOR from and against all suits, actions, claims, liens or demands of laborers, mechanics or others, filed against the CONTRACTOR or the buildings, structures, additions or improvements constructed under the CONTRACT and arising out of the performance of the SUB/MATERIAL CONTRACT.

SUBCONTRACTOR/SUPPLIER hereby agrees that the aforesaid partial payment is the partial amount due and to become due under the SUB/MATERIAL CONTRACT and all changes in computations made hereafter shall not inure to the benefit or loss of SUB/SUPPLIER.

SUB/SUPPLIER has executed this receipt, release, waiver of lien and partial discharge on ____ day of _____ 20____.

Subcontractor/Supplier: _____

By: _____ Title: _____
 Authorized Signature

**SUBCONTRACTOR/SUPPLIER APPLICATION FOR PAYMENT and
FINAL RELEASE AND WAIVER OF LIEN**

Prime Contractor **Hilger Construction, Inc.**
 Subcontractor's Name _____ Job Name _____
 Address _____ Invoice No. _____
 City, State, Zip _____ Invoice Date _____
 Phone No. _____ For Work Completed Thru _____
 Fax No. _____ (Date) _____

Original Contract	A	B	C	D	E	F	Hilger Use Only
			(AxB)		C-D	(A-C)	
Specification Section / Description Of Work	Contract \$ Amt	% Done	Total \$ Complete	Previous \$ Billed	Current \$ Billed	Balance \$ To Complete	Task Code
Totals For Original Contract:	\$		\$	\$	\$	\$	
Change Orders							
1							
2							
3							
4							
Totals For Change Orders:	\$		\$	\$	\$	\$	
Totals Including Change Orders:	\$		\$	\$	\$		
Retention (_____ %) ----->					\$ (_____)		
Current Amount Due:					\$		

Certificate of the Subcontractor/Supplier:

- I hereby certify, to the best of my knowledge and belief that, -
- 1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract.
 - 2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub/material contract agreements and the requirements of Chapter 39 of Title of a United States Code.
 - 3) This request for progress payment does not include any amounts, which the subcontractor/supplier intends to withhold or retain from a lower tier subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Final Release and Waiver of Lien

SUBCONTRACTOR/SUPPLIER, in consideration and receipt of final payment in the above stated amount, does hereby remit, release and forever discharge CONTRACTOR from any and all actions, causes of action, debts, dues, accounts, covenants, agreements, judgments, claims and demands of whatsoever nature of character which said SUBCONTRACTOR/SUPPLIER now has or ever has had against the CONTRACTOR, its successors and assigns, which shall have arisen or may arise out of or be incidental to work undertaken or done under in connection with the SUB/MATERIAL CONTRACT and related CHANGE AGREEMENTS thereto.

SUBCONTRACTOR/SUPPLIER hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which the CONTRACTOR might be sued or for which a lien might be filed, have been fully satisfied and paid and in consideration of final payment herein, hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all lien rights arising out of the performance of the sub/material contract and will defend and save harmless the CONTRACTOR from and against all suits, actions, claims, liens or demands of laborers, mechanics or others, filed against the CONTRACTOR or the buildings, structures, additions or improvements constructed under the CONTRACT and arising out of the performance of the SUB/MATERIAL CONTRACT.

SUBCONTRACTOR/SUPPLIER hereby agrees that the aforesaid final payment is the final amount due and to become due under the SUB/MATERIAL CONTRACT and all changes in computations made hereafter shall not inure to the benefit or loss of SUB/SUPPLIER.

SUB/SUPPLIER has executed this receipt, release, waiver of lien and final discharge on ____ day of _____, 20____.

SubcontractorSupplier: _____

By: _____ Title: _____
 Authorized Signature