

MONTHLY CERTIFICATION

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

NOTE:
PLEASE DO NOT FAX
MAIL ORIGINAL WITH BILLING

The undersigned individual certifies that:

1. He/She is an Owner or Officer of \_\_\_\_\_
Subcontractor Name

This Certification and Progressive Waiver of Lien is made pursuant to the requirements of the Contract between T.W. CLARK CONSTRUCTION, LLC, AND SUBCONTRACTOR / SUPPLIER dated \_\_\_\_\_ with respect to 'PROJECT NAME', JOB #\_\_\_\_\_.

- 2. SUBCONTRACTOR/SUPPLIER has received (or will receive) payment from T.W. CLARK CONSTRUCTION, LLC, in response to Application for Payment dated \_\_\_\_\_ for work as billed through \_\_\_\_\_.
3. The monies received from previous applications and monies as described above and covered by the above Application for Payment have been used (or will be used immediately upon receipt) by SUBCONTRACTOR / SUPPLIER to pay material suppliers, subcontractors, laborers, labor taxes, unemployment taxes, business taxes, workers' compensation premiums and employee benefits related to this project and all such expenses and indebtedness is currently paid or will be immediately fully paid to this date from the amount received on the above Application for Payment.
4. All recipients of payments with respect to the items described in Paragraph 3 above have been or will be instructed that said payment by SUBCONTRACTOR / SUPPLIER apply solely to monies owed on this project.
5. No liens have been filed by SUBCONTRACTOR / SUPPLIER, nor agency, materialmen, labor union, employee benefit organization, vendor, or subcontractor who has worked on this project. Should a lien be filed on this project by any laborer, tax by any such laborer, tax agency, materialmen, supplier, labor union, employee benefit organization, vendor, or subcontractor, the undersigned SUBCONTRACTOR / SUPPLIER shall indemnify T.W. CLARK CONSTRUCTION, LLC and hold it harmless therefrom which indemnification and hold harmless shall include all reasonable attorney fees and costs incurred by T.W. CLARK CONSTRUCTION, LLC, to enforce such provision or extinguish such lien and shall immediately cause the release of any such lien.
6. The payroll and billing files of SUBCONTRACTOR / SUPPLIER for this project are available for inspection by T.W. CLARK CONSTRUCTION, LLC, or the Owner or their authorized representatives at the SUBCONTRACTOR'S/ SUPPLIER'S, principal office for the purposes of verifying the facts set forth herein.
7. Upon receipt of the funds requested by the above Application for Payment, in timely manner as required in the Contract, T.W. CLARK CONSTRUCTION, LLC, shall be current and in full compliance with its payment obligations pursuant to the Application for Payment made by SUBCONTRACTOR / SUPPLIER submitted to date.

Individually And On Behalf Of \_\_\_\_\_
Subcontractor Name

Signature \_\_\_\_\_ Title (must be Officer or Owner) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name

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

NOTARY PUBLIC In And For The

State of \_\_\_\_\_ Residing at \_\_\_\_\_