

Third Tier Procedures

Subcontracts issued for \$25,000.00 or more require a list of third tier Suppliers, Sub-subcontractors, and Equipment Rental Companies ("Company ") and lien waivers for each Company to be paid \$5,000 or more for the project.

Documents Required:

1) List of Material Suppliers, Sub-Subcontractors, and Equipment Rental Companies ("List"):

- Include all *suppliers, sub-subcontractors, and equipment rental companies* to be paid \$5,000 or more for the project, not per pay application.
- Enter the Total Purchase Amount anticipated to be paid to each Company. Estimate if actual unknown.
 - If supplier, enter the amount of your purchase order.
 - If equipment rental company or sub-subcontractor, include the amount from your proposal or contract.
 - **In the notes section state when the vendor(s) will start as lien waivers are not required until that time.**
- Submit the List:
 - Prior to the first payment being made.
 - Update, re-date, and resend when changes are made, and companies are added or deleted.

2) Lien Waivers for all Companies on the List:

- Submit partial waivers monthly from each Company and a final waiver when paid in full.
 - If there is an amount due for that month, joint checks will be issued unless an updated waiver is received prior to releasing payment to Subcontractor.
 - The pay application submitted must cover the dollar amount stated on the third tier waivers, if any; a Company cannot be short paid.
- Waivers may be sent with the pay application or as follow-up items but must be received prior to payment being made.
- ***It is the Subcontractor's responsibility to know who waivers are needed from and to obtain them. We cannot issue payment without them.*** If a Company is slow or reluctant to return a waiver to you, they may be holding up their own payment. If a Company has questions, they may contact Accounts Payable at 828- 324-1284.

Payment:

The amount due on the pay application will be paid to the Subcontractor **unless** we have a conditional lien waiver from a third tier Company with a balance due.

If we have third tier lien waiver(s) with amount(s) due:

- Separate checks will be written jointly to the Subcontractor and each Company.
- A check will be made payable to Subcontractor for any balance remaining due on the pay application after payment to any Company with an amount due.
- All checks are mailed to Subcontractor. It is Subcontractor's responsibility to endorse any joint checks and forward to each Company.



PO Box 3224 Hickory, NC 28603
828-324-1284 Fax: 828-324-1289

David E. Looper & Company Subcontractors:
Your suppliers / subcontractors will use this form.

THIRD TIER WAIVER OF LIEN
FOR MATERIALS, SUPPLIES, LABOR, AND/OR EQUIPMENT

Name of Claimant (Third Tier): _____

Delco Subcontractor: _____

Project: _____

Claimant has furnished material, supplies, labor (including payment of all applicable sales and use taxes), and/or equipment for the Project listed above and certifies the following:

PARTIAL:

☐ All invoices have been paid in full through the date of _____;

OR

☐ \$_____ Current Amount Due through the date of _____,

\$_____ Amount invoiced prior to date listed above and not yet paid,

\$_____ Total Amount Due [Total of lines 1 and 2 above];

Upon receipt of the amount due stated above and payment from the financial institution on which the check is drawn, this document waives and releases any and all lien or claim of, or right to, a lien, and all payment bond rights against the Project through the date specified for any services, work, labor, materials, and equipment performed or furnished by it except for retention withheld, changes pending approval, disputed items and claims, or items furnished or invoiced after the date specified.

FINAL:

☐ I have been paid **the full and final amount due** for all materials, labor and/or equipment for this project.

OR

☐ Upon receipt of the sum of \$_____ [Enter amount due], I will be paid **the full and final** payment for all materials, labor and/or equipment for this project.

This document waives and releases any and all lien or claim of, or right to, a lien, and all payment bond rights against the Project for any and all services, work, labor, materials, and equipment performed or furnished by it.

Claimant warrants and represents that all persons, partnerships, firms, entities, or corporations, including, without limitation, all subcontractors or suppliers, who have furnished labor, materials and/or equipment to Claimant for use in the improvements to the project premises have been paid in full.

The person executing this release is an authorized officer of Claimant, has personal knowledge of all the matters set forth, and is duly authorized to execute this Waiver of Lien and bind Claimant.

The provisions hereof shall be for the benefit of David E. Looper & Company, Inc. and all other persons having an interest in the premises and their respective successors and assigns.

This the _____ day of _____, 20____.

Name of Claimant: _____

By: _____

Print Name & Title: _____

State of: _____ County of: _____

Sworn and subscribed before me this _____ day of _____, 20____.

(S E A L)

My Commission Expires: _____

Notary Public