



## EXHIBIT B: SUBCONTRACTOR BILLING PACKAGE

It is our intent to pay our subcontractors in a timely fashion to satisfy our obligation to the Owner/ Prime Contractor in providing them with a "lien-free" project. The following procedures must be followed to facilitate processing and payment of the monthly progress and final billings.

### **SUBCONTRACTOR PROGRESS BILLING:**

1. **Billing packages must be received by no later than the 20th day of each month** in order for the amount to be included in our billing to the Owner/Prime Contractor by the 25th of each month. Billing packages should be emailed to: [accoinvoices@accoes.com](mailto:accoinvoices@accoes.com).
2. A complete "**Progress Billing Package**" consists of the following items:
  - a. A completed and approved ACCO Engineered Systems "**Subcontractor Payment Application**" submitted on AIA form G702.
  - b. An executed ACCO Engineered Systems "**Conditional Waiver and Release Upon Progress Payment**": lien release, (form attached)
  - c. Executed ACCO Engineered Systems "**Unconditional Waiver and Release Upon Progress Payment**" lien release form as specified (second-tier suppliers and subcontractors) who have filed a 20 day Preliminary Notice and/or have been paid at least \$10,000.00 for material and/or supplies, (form attached) once paid.

### **SUBCONTRACTOR FINAL BILLING:**

3. **Billing packages must be received by no later than the 20th day of each month** in order for the amount to be included in our billing to the Owner/Prime Contractor by the 25th of each month. Billing packages should be emailed to: [accoinvoices@accoes.com](mailto:accoinvoices@accoes.com).
4. A complete "**Final Billing Package**" consists of the following items:
  - a. A completed and approved ACCO Engineered Systems, "**Subcontractor Payment Application**" (AIA form G702 attached).
  - b. An executed ACCO Engineered Systems "**Conditional Waiver and Release Upon Final Payment**" lien release (form attached).
  - c. Executed ACCO Engineered Systems "**Unconditional Waiver and Release Upon Final Payment**" lien release form as specified (second tier suppliers and subcontractors) who have filed a 20 day Preliminary Notice and/or have been paid at least \$10,000.00 for material or supplies, (form attached) once paid.

### **SUBCONTRACTOR FINAL PAYMENT:**

With your final payment, we will enclose an ACCO Engineered Systems, "**Unconditional Waiver and Release Upon Final Payment**" form to be executed and mailed to:

*ACCO Engineered Systems, Inc.  
Attention: Credit Department  
888 East Walnut Street  
Pasadena, CA 91101*

### **SUBCONTRACTOR INVOICES:**

5. **Copies of Invoices (Required):** Photo copies of all material and supplier invoices billed to ACCO are required each month for that months billings, and are to be included with the monthly billing package, at ACCO discretion. Please email invoices to [accoinvoices@accoes.com](mailto:accoinvoices@accoes.com) listing the Job # and Subcontract # on the invoice.
6. Before an invoice can be accepted and processed it must have on it:
  - a. The name of the ACCO personnel responsible for placing the order. Signatures are welcome but the name must be legibly printed on the invoice.
  - b. ACCO's job number and subcontract number, which is listed on the ACCO contractual agreement. (If you do not have this please contact ACCO Purchasing prior to submitting an invoice)
  - c. ACCO File or Vendor Number listed in the "Bill To" (or equivalent) area.
  - d. If invoice is a credit memo, the invoice number that which the credit is to be applied.
  - e. The full subcontract value through the invoice in question.
  - f. The scope of work that is currently being invoiced.
  - g. Address where work was performed.
  - h. If the invoice will result in an increase in subcontract value it must also note:
    - i. The ACCO personnel who requested the additional work.
    - ii. Approval from the ACCO P.M.

### **CERTIFIED PAYTOLL:**

7. **Certified Payroll reports** (if required by owner): The certified payroll reports, if required, must be submitted on a weekly basis. Please email certified payroll reports (not the billing package, **certified payroll reports only**) to [certifiedpayroll@accoes.com](mailto:certifiedpayroll@accoes.com).

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

## Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

## Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

## Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

## Signature

Date of Signature: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Title)

# CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

## Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

## Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

## Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

## Signature

Date of Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Title)

# UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

## Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

## Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

## Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

## Signature

Date of Signature: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Title)

# UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:  
(1) Retentions.  
(2) Extras for which the claimant has not received payment.  
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Date of Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)  
\_\_\_\_\_  
(Claimant's Signature)  
\_\_\_\_\_  
(Claimant's Title)

# APPLICATION AND CERTIFICATE FOR PAYMENT: AIA Document G702

Bill To Information:  
 ACCO Engineered Systems  
 888 East Walnut Street  
 Pasadena, CA 91101

Project Name  
 ACCO Job #

Application No.:  
 Period To  
 Project No.  
 Contract Date

Contractor Informatior

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1 ORIGINAL CONTRACT SUM \_\_\_\_\_
- 2 Net Change by Change Orders \_\_\_\_\_
- 3 CONTRACT SUM TO DATE (1+2) \_\_\_\_\_
- 4 TOTAL COMPLETED & STORED TO DATE \_\_\_\_\_
- 5 RETAINAGE \_\_\_\_\_
- 6 TOTAL EARNED LESS RETAINAGE \_\_\_\_\_
- 7 LESS PREVIOUS CERTIFICATED FOR PAYMENT \_\_\_\_\_
- 8 CURRENT PAYMENT DUE \_\_\_\_\_
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

State of: California  
 County of: Los Angles

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

CHANGE ORDER SUMMARY	
DESCRIPTION	AMOUNT
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>TOTALS</b>	<b>\$ -</b>

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT

AMOUNT CERTIFIED:

Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.