# 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 <u>received by no later than</u> 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: <a href="mailto:sunbeltinvoices@sunbeltcontrols.com">sunbeltinvoices@sunbeltcontrols.com</a>.
- 2. A complete "**Progress Billing Package**" consists of the following items:
  - a. A completed and approved Contractor "Subcontractor Payment Application" submitted on AIA form G702.
  - b. An executed Contractor "Conditional Waiver and Release Upon Progress Payment": lien release, (form attached)
  - c. Executed Contractor "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 <u>received by no later than</u> 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: <a href="mailto:sunbeltinvoices@sunbeltcontrols.com">sunbeltinvoices@sunbeltcontrols.com</a>.
- 4. A complete "Final Billing Package" consists of the following items:
  - a. A completed and approved Contractor "Subcontractor Payment Application" (AlA form G702 attached).
  - b. An executed Contractor "Conditional Waiver and Release Upon Final Payment" lien release (form attached).
  - c. Executed Contractor "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 a Contractor, "Unconditional Waiver and Release Upon Final Payment" form to be executed and mailed to:

Sunbelt Controls, 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 Contractor are required each month for that month's billings, and are to be included with the monthly billing package, at Contractor's discretion. Please email invoices to <u>sunbeltinvoices@sunbeltcontrols.com</u> 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 Contractor personnel responsible for placing the order. Signatures are welcome but the name must be legibly printed on the invoice.
  - b. Contractor's job number and subcontract number, which is listed on the contractual agreement. (If you do not have this please contact Purchasing prior to submitting an invoice)
  - c. Contractor's 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 Contractor personnel who requested the additional work.
    - ii. Approval from the Project Manager

### **CERTIFIED PAYTOLL:**

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.

# APPLICATION AND CERTIFICATE FOR PAYMENT: AIA Document G702

Bill To Information: Sunbelt Controls, Inc.	Project Name: SBC Job #	Application No.:Period To
888 East Walnut Street Pasadena, CA 91101		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	belief the Work covered by this Application for Pa	best of the Contractor's knowledge information and ayment has been completed in accordance with the paid by the Contractor for Work for which previous lents received from the Owner, and that current
3 CONTRACT SUM TO DATE (1+2) 4 TOTAL COMPLETED & STORED TO DATE 5 RETAINAGE	CONTRACTOR:	
6 TOTAL EARNED LESS RETAINAGE 7 LESS PREVIOUS CERTIFICATED FOR PAYMENT 8 CURRENT PAYMENT DUE	Ву:	Date:
9 BALANCE TO FINISH, INCLUDING RETAINAGE	State of: California County of: Los Angles	
CHANGE ORDER SUMMARY	Subscribed and sworn before me this	day of
DESCRIPTION AMOUNT  1		
2 3	Notary Public	
4	My Commission expires:	
5 6	ARCHITECT'S CERTIFICATE FOR	R PAYMENT
7 8 9 10	In accordance with the Contract Documents, bas this application, the Architect certifies to the Owr information and belief the Work has progressed accordance with the Contract Documents, and the CERTIFIED	sed on on-site observations and the date comprising ler that to the best of the Architect's knowledge, as indicated, the quality of the Work is in the Contractor is entitled to payment of the AMOUNT
TOTALS \$ -	AMOUNT CERTIFIED:	
	Attach explanation if amount certified differs from Application and on the Continuation Sheet that a	n the amount applied for. Initial all figures on this are changed to conform to the amount certified.
	ARCHITECT:	
	Ву:	Date:
	This Certificate is not negotiable. The AMOUNT named herein. Issuance, payment and acceptar of the Owner or Contractor under this Contract.	CERTIFIED is payable only to the Contractor nee of payment are without prejudice to any rights

CONTIN	TUATION SHEET AIA DO	OCUMENT G703				JOB NAME				
	UMENT G702, APPLICATION AND CERT		NT		BILL TO NAME: SUNBELT CONTR SBC JOB #			APPLICAT APPLICAT PERIOD TO		
				WORK CO	MPLETED	MATERIALS	TOTAL			
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	REVISED SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	% (G/E)	BALANCE TO FINISH (E-G)	RETAINAGE 10%
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# 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.

<b>Identifying Information</b>	
Name of Claimant:	
Name of Customer:	
Job Location:	
Owner:	
Through Date:	
labor and service provided, and equipment and Through Date of this document. Rights based delivered, pursuant to a written change order that this document is signed by the claimant, are	ayment notice, and payment bond rights the claimant has for a material delivered, to the customer on this job through the upon labor or service provided, or equipment or material at has been fully executed by the parties prior to the date that waived and released by this document, unless listed as an only on the claimant's receipt of payment from the financial in:
Maker of Check:	
Amount of Check: \$	
Check Payable to:	
Exceptions This document does not affect any of the followin (1) Retentions. (2) Extras for which the claimant has not received (3) The following progress payments for which release but has not received payment:	
Date(s) of waiver and release:	
Amount(s) of unpaid progress payment(s): \$	on rescission, abandonment, or breach of contract, and (B) the
Signature	
Date of Signature:	
	(Company Name)
	(Claimant's Signature)
20012 Abdulgair Creathart & Pudman	
©2012, Abdulaziz, Grossbart & Rudman	

(818) 760-2000 www.agrlaw.com

(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

Identifying Information	ı
Name of Claimant:	
Name of Customer:	
Job Location:	
Owner:	
Through Date:	
labor and service provide Through Date of this of delivered, pursuant to a this document is signed	and Release and releases lien, stop payment notice, and payment bond rights the claimant has for led, and equipment and material delivered, to the customer on this job through the locument. Rights based upon labor or service provided, or equipment or material written change order that has been fully executed by the parties prior to the date that I by the claimant, are waived and released by this document, unless listed as an aimant has received the following progress payment:
\$	
<ol> <li>(1) Retentions.</li> <li>(2) Extras for which the (3) Contract rights, included</li> </ol>	elaimant has not received payment. ding (A) a right based on rescission, abandonment, or breach of contract, rer 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.

dentifying information	
Name of Claimant:	
Name of Customer:	
Tob Location:	
Owner:	
Conditional Waiver and Release	
abor and service provided, and equipment and mater upon labor or service provided, or equipment or mater been fully executed by the parties prior to the date that	ent notice, and payment bond rights the claimant has for crial delivered, to the customer on this job. Rights based crial delivered, pursuant to a written change order that has at this document is signed by the claimant, are waived and ception below. This document is effective only on the ation on which the following check is drawn:
Maker of Check:	
Amount of Check: \$	
Exceptions This document does not affect any of the following: Disputed claims for extras in the amount of: \$	
Signature	
Date of Signature:	(Company Name)
	( <u>-</u> y
	(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

ruchur, mg rmor mucion	
Name of Claimant:	
Name of Customer:	
Job Location:	
Owner:	
Unconditional Waiver and Release	
labor and service provided, and equipment upon labor or service provided, or equipme been fully executed by the parties prior to the	op payment notice, and payment bond rights the claimant has for all t and material delivered, to the customer on this job. Rights based ent or material delivered, pursuant to a written change order that has he date that this document is signed by the claimant, are waived and an Exception below. The claimant has been paid in full.
This document does not affect the following	j.
Disputed claims for extras in the amount of:	: \$
Signature	
Date of Signature:	
	(Company Name)
	(Claimant's Signature)
	(Claimant's Title)