



SUBCONTRACTOR BILLING INFORMATION ATTACHMENT B for GCPay.com

BNBuilders is using GCPay.com to process all your monthly progress payment applications. GCPay.com is a web based program that will make your monthly payment applications more efficient. **Your initial Schedule of Values and all monthly payment applications must be submitted in this manner.**

There is no charge to you the subcontractor for using GCPay.com

We will notify you via email, via GCPAY.com to register your company at the following link <http://www.gcpay.com> at GCPay.com and following your registration you will have access to the project information. If you have already registered for GCPay.com, we will notify you via email via GCPAY.com that the project information is accessible to you.

- **Schedule of Values.** We will provide you with the total amount of the contract and you will submit line item details of that amount for review and approval by our BNB project managers, the SOV must be submitted 10 days after contract award to GCPay.com, before the first application for payment can be submitted, the line items can be keyed in manually or you can upload an Excel spreadsheet.
- **Change Orders.** Approved change orders will be added to your Schedule of Values as a separate line item throughout the project. Your billings will include these approved change orders. You will not be able to bill for any unapproved change orders.
- **Compliance Documentation.** You will have access to a list of required compliance items and you will provide compliance documentation to us via document upload or email. If a compliance item is due to expire, you will be notified via email 30 days prior to expiration, please email your Project Accountant if you have any questions regarding documentation.
- **Applications for Payment.** You will submit payment applications to us on a monthly basis, see page 2 of attachment B for billing deadlines and GCPay.com will notify you via email one week in advance of the deadline for submitting your billing.
- **Lien Waivers.** You will be provided with BNB's lien waivers appropriate times throughout the project. These will be emailed to you via GCPay.com and you also will have access to all lien waivers in GCPay.com.

If you have any questions regarding any of the BNBuilders billing information requested or required, please note in the subject line **BNBuilders Job#, BNB Job NAME,brief topic- (ex. 117010.200, Spruce Elem – Construction– Waiver) and please send your email to:**

SubaccountingSD@bnbbuilders.com – San Diego Office/Projects

SubaccountingLA@bnbbuilders.com – LA/OC Office/Projects

SubaccountingBA@bnbbuilders.com – San Francisco Office/Projects

If you are having technical or functional issues with GCPay.com, please contact GCPay.com for 24/7/365 support via (877) 447-2584 or info@gcpay.com

This Supersedes Any and All Previously Received Billing Forms.

SUBCONTRACT BILLING INFORMATION ATTACHMENT B

BILLING DEADLINE

- Please submit your Progress Billing to BNBuilders, Inc. by the 20th of the month, unless otherwise stipulated. This ensures that we can submit our payment request to the Owner by the 25th of the month.
- Subcontractor to submit Schedule of Values for review and approval via GCPay.com, 10 days after award of subcontract and prior to submitting the first application of payment.

BILLING DOCUMENTS

- Subcontractor Payment Application
- Conditional Waiver & Release Upon Progress Payment
- Affidavit of Subcontractor as well as Unconditional Progress Releases (Our Form) from your 2nd tier for the previous month.
- Affidavit of Union Benefits or a letter from the Union certifying payments through the month you are billing for.

PERFORMANCE AND PAYMENT BONDS

- If a Subcontractor Payment and Performance Bond is executed on this project per Attachment H, the affidavit information is not required to be submitted. In addition, Sub-tier Lien Releases will not be required.
- BNBuilders reserves the right to request the affidavit and Sub tier Lien Release information if the need arises.
- If a Payment and Performance Bond are not being provided, the Subcontractor shall provide all affidavit and Sub tier Lien Release information as outlined herein.
- Please upload your Bonds to the compliance tab within GCPay.com

FINAL BILLING/RETENTION DOCUMENTS

- Subcontractor Payment Application
- Conditional Waiver & Release Upon Final Payment
- Affidavit of Subcontractor as well as 2nd Tier Unconditional Final Releases (Our Form)
Or
- Conditional Final Release (Our Form) from 2nd tier. We will release all but what is owed the 2nd tier. Once we have received Unconditional Final Release from the 2nd tier, we will release remaining amount due.
- We can Joint Check the final amount due the 2nd tier. We will need our Conditional Final Release and our Joint Check Agreement. Contact Ben Moran for the Joint Check Agreement Form.

CAUSES FOR DELAY OF PAYMENT

- Unexecuted Contract Documents
- Expired or Non-Compliant Insurance
- Incomplete Billing Requirements

NOTE – BNBuilders reserves the right to require joint check agreements with any or all of Subcontractor’s sub-tier Contractors, Suppliers, Unions, Trusts, Labor and Industries and other Creditors at BNBuilders’ sole discretion. Subcontractor agrees to execute joint check agreements as required by BNBuilders.

ALL DOCUMENTS WILL BE SUBMITTED VIA GCPAY.com



Subcontractor Payment Application

BNBuilders, Inc.
5825 Oberlin Drive, Suite 1
San Diego, CA 92121

From: _____

Date: _____

Project Name: _____

Application No.: _____

Phone: _____

BNB Job No.: _____

Fax: _____

Contractor License Number: _____

Email: _____

Contract Summary:

- 1. Original Contract Amount \$ _____
- 2. Approved Subcontract Changes \$ _____
- 3. Total Revised Subcontract Amount (Line 1 + Line 2) \$ _____

Payment Application Summary:

Type of work: _____

This payment request covers the time period from _____ to _____

- 4. Value of Work Completed to Date _____ % \$ _____
- 5. Value of Stored Materials \$ _____
- 6. Total Completed and Stored to Date (Line 4 + Line 5) \$ _____
- 7. Less Retainage to Date 10% \$ _____
- 8. Total Earned Less Retainage (Line 6 less Line 7) \$ _____
- 9. Less Total of Previous Applications \$ _____
(Line 8 from Previous Application)
- 10. Amount of this Payment Application (Line 8 less Line 9) \$ _____
- 11. Total Value of unapproved extras or claims of which subcontract changes have NOT been issued. List detail \$ _____

Comments: _____

Signature

Date



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(CA CIVIL CODE 8132)

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 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 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

Claimant's Signature: _____

Claimant's Title: _____



Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(CA CIVIL CODE 8134)

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

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(CA CIVIL CODE 8136)

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 checks are 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

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(CA CIVIL CODE 8138)

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

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF SUBCONTRACTOR

- The Affidavit of Subcontractor must accompany each billing.
- If the subcontractor does not have any 2nd tier subcontractors or suppliers, please fill out the top portion and indicate “NO Subcontractors” or “NO Suppliers” in the middle.
- List all suppliers/2nd tier subs that have sent Preliminary Notices as well as any you will be incurring \$5,000 or more with *for the entire project*.
- Adjusted total amount including change orders – The first line is for your portion excluding the supplier/2nd tier sub amounts listed. List the dollar amount you intended to incur with them – this amount can be adjusted as needed. The total at the bottom should equal your current contract value.
- Last month's lien waiver is attached or forthcoming – Please indicate whether you are attaching the previous month's unconditional release or if it is forthcoming. If no cost was incurred the previous month please indicate in the Supplier/Sub-sub Not Used Last Month column.
- Final Waivers Already Sent – If you have previously sent in an Unconditional Upon Final Release from the supplier/sub-sub please check the box and continue to list them on the Affidavit.
- All Supplier/2nd tier sub unconditional releases must be on our form.
- Progress payments will be held until all appropriate 2nd tier releases have been received. *Example – All indicated 2nd tier unconditional showing paid to date thru June must be received prior to release of your July payment.*
- Final payments will not be released until all 2nd tier Unconditional Upon Final releases have been received.



BNBuilders Contractor License Number: 799131

Affidavit of Subcontractor

State of _____ County of _____ in the position
of _____ For _____ a _____
Name/Title Company Name Partnership, Corporation, Individual

Hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know that contents hereof, and certify that the same is true of my knowledge; and:

1. That Subcontractor is a subcontractor to BNBuilders hereinafter referred to as "Contractor", the general contractor on _____
BNBuilders Project Name and Project Number

Project Address

2. That as an inducement to Contractor to advance monies to Subcontractor, and with knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or Subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent or subcontract) in an amount of \$5,000 or more from the commencement of said project to the date of project completion.

Name of Supplier/Sub-Subcontractors Address Work/Material Contracted for Subcontractors portion of direct labor, material, equipment	Adjusted total amount including change orders	Last month's lien waivers Attached	Last month's lien waivers Forthcoming	Supplier/Sub- Sub Not used last month	Final Waivers already sent
TOTAL ADJUSTED SUBCONTRACTOR AMOUNT					

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on _____ 20____, at _____

City and State

SIGNATURE

DATE



INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF UNION BENEFITS

- IF SUBCONTRACTOR IS NON-UNION, PLEASE FILL OUT THE TOP SECTION, INDICATE “NON-UNION” IN THE MIDDLE SECTION, ADD THE PERIOD THROUGH DATE AND LEAVE THE BOTTOM SECTION BLANK.

- THIS FORM MUST BE SUBMITTED MONTHLY, WHETHER YOU ARE UNION OR NON-UNION



THIS FORM MUST BE SUBMITTED MONTHLY AS PART OF THE REQUIRED BILLING PROCESS

Affidavit of Union Benefits

From: _____
Name of Subcontractor

Business Address

City, State, Zip Code

Project: _____
Project Name

Project Address

City, State, Zip Code

The undersigned subcontractor hereby certifies that all union trust benefits on behalf of the subcontractor's employees are paid and current through _____.

For Subcontractor:

Company Name

Name

Title

The undersigned union trust hereby certifies that in accordance with the trust's records and to the best of their knowledge, the above named subcontractor has paid all benefits due for hours worked by its employees through the period ending _____. This certification shall in no way relieve the subcontractor of responsibility for employee benefit contributions not reported or incorrectly reported and due.

Union Trust:

Name

Title

Address

Telephone