

# Attachment B: Billing Requirements Non-Prevailing Wage Projects – Washington

February 2025

<u>Definitions</u>. The term "Subcontractor" herein shall mean any subcontractor, supplier, service provider, or other vendor under the contract, (herein the "Agreement"), to which this document is attached and made a part. The term "Owner" refers to the owner of the Project under the construction contract between Contractor and that owner for the Project (the "Prime Contract").

#### 1. GCPay.com

- 1.1. BNBuilders is using GCPay.com (GCPay) to process monthly payment applications. All payment applications will be submitted to BNBuilders via GCPay. There is no charge to subcontractors for using GCPay.
- 1.2. <u>Registration</u>. An email will be sent via GCPay to register your company or you can register at www.gcpay.com.
- 1.3. <u>Project Set Up</u>. Upon registration, you will receive a notification from GCPay that access is available for each project your company has a contract on. The following are required to be submitted via GCPay:
  - 1.3.1. Schedule of Values (SOV): The contract value will be entered into GCPay.

    Subcontractors are required to provide a breakdown of that contract value with detailed line items. Line items can be entered manually or an Excel spreadsheet can be uploaded. Contractor's Project Manager will review and approve subcontractors' SOVs. SOVs must be submitted within 10 days of execution of the Agreement and before the first payment application can be submitted.
  - 1.3.2. <u>Change Orders</u>: Approved change orders will be added to your SOV as separate line items throughout the project. Payment applications will include these approved change orders. Subcontractors cannot bill for any unapproved change orders.
  - 1.3.3. Compliance Documentation: Access will be provided for the required compliance items for each project on GCPay. Subcontractors will provide these documents and upload them with each payment application. If a compliance item, such as insurance, is due to expire, notification will be sent via email thirty (30) calendar days prior to expiration. Please email the Project Accountant with any questions.
  - 1.3.4. <u>Applications for Payment</u>: Payment applications will be submitted to Contractor on a monthly basis via GCPay. GCPay will send notifications via email one week in advance of payment application due dates.
  - 1.3.5. <u>Lien Waivers</u>: Subcontractors shall receive a notification from GCPay with a link to the lien waiver forms. These forms will also be available in each project in GCPay.
- 1.4. <u>Signatures</u>. The digital signature in GCPay is preferred. Otherwise, signatures must have an electronic stamp that authenticates it or forms must have wet signatures and then uploaded to GCPay.
- 1.5. <u>Technical Questions</u>: Please contact GCPay if you have any technical or function issues with their system at (877) 447-2584 or <a href="mailto:support@gcpay.com">support@gcpay.com</a>.
- 1.6. Other Questions: Please contact BNBuilders regarding any payment application or documentation questions. Emails can be sent to the Project Accountant with the following information in the subject line: BNBuilders Project Number, Project Name Subject (ex. 117010.200, Spruce Elementary Construction Waiver).

#### 2. GENERAL

- 2.1. Submit To: Payment applications are to be submitted to Contractor via GCPay.com.
- 2.2. <u>Due Date</u>: Payment applications are due to Contractor by the 20<sup>th</sup> of the month, unless otherwise indicated.
- 2.3. <u>Compliance</u>: The following must be current with every payment application as a condition of releasing payments:
  - 2.3.1. Contracts and change orders are executed
  - 2.3.2. Current proof of insurance must be submitted and approved in myCOI.com. See Attachment A for insurance requirements.
  - 2.3.3. If applicable, payment and performance bonds must be submitted in the compliance tab in GCPay.com.
    - 2.3.3.1. Bonds must be submitted on the forms in Attachment H.
    - 2.3.3.2. Bonded subcontractors and suppliers are not required to complete and provide the Affidavit of Subcontractor and sub-tier subcontractor and supplier lien releases. However, Contractor reserves the right to require the affidavit and subtier subcontractor and supplier lien releases if the need arises.
- 2.4. Contractor, at its option, may make any payment due hereunder by check made payable jointly to Subcontractor and any of its sub-tier subcontractors, suppliers, and/or materialmen who have performed work or furnished materials to Subcontractor.

#### 3. PRIOR TO THE FIRST PAYMENT APPLICATION

The following items must be submitted and approved before submitting the first payment application:

3.1. Schedule of Values (SOV) submitted to GCPay.

#### 4. MONTHLY PAYMENT APPLICATIONS

- 4.1. <u>Required Documents</u>: The following documents must be submitted with each payment application in GCPay and are a condition precedent for Contractor to make payment to Subcontractor.
  - 4.1.1. Signed G702 pay application
  - 4.1.2. Updated Schedule of Values
  - 4.1.3. Conditional Waiver & Release Upon Progress Payment for the current month's payment application.
  - 4.1.4. Unconditional Waiver & Release Upon Progress Payment for the previous month's payments.
  - 4.1.5. Affidavit of Subcontractor: This is only required for contracts that do not provide payment and performance bonds.
    - 4.1.5.1. Unconditional Progress Releases are required from Subcontractor's 2<sup>nd</sup> tier subcontractors and suppliers listed on the Affidavit of Subcontractor for the previous month. These must be submitted on Contractor's form included in this Attachment B. Please note: all 2<sup>nd</sup> tier waivers must be uploaded in the same location as the Affidavit of Subcontractor in GC Pay.
  - 4.1.6. Affidavit of Union Benefits. This affidavit shall be submitted regardless of if your company is union or not. Non-union subcontractors are only required to submit this form once. We will also accept your union's letters of good-standing.

- 4.1.7. Subcontractor Off-Road Vehicle & Equipment Fuel Tracking Log: This form shall be submitted with each payment application. If no off-road vehicles or equipment were used, please indicate so on the form.
- 4.1.8. Subcontractor Material & Equipment Delivery Tracking Log: This form shall be submitted with each payment application. If no materials or equipment were delivered to the project site, please indicate so on the form.
- 4.2. <u>Stored Materials</u>: If payment for stored materials is allowed per the terms of the Prime Contract, Subcontractor must obtain authorization to include payment for stored materials in the payment application from Contractor and the following documents or any other documents as required per the Prime Contract must be submitted with the payment application in GCPay.
  - 4.2.1. The stored materials must be identified on the Schedule of Values.
  - 4.2.2. <u>Bill of Sale</u>: This is a legal document that transfers the ownership of the property from one party to another. Subcontractors may use their own forms. The total value of the materials indicated on the Bill of Sale must match the value on the List of Stored Materials.
  - 4.2.3. <u>List of Stored Materials</u>: Subcontractors are required to complete this form to identify the materials stored and their values. Invoices for those materials are required to be attached to the list.
  - 4.2.4. Property Insurance Certificate: The certificate must include the following:
    - 4.2.4.1. Project number, name and address
    - 4.2.4.2. Address where the materials are being stored
    - 4.2.4.3. The limits for the property insurance must be equal to or greater than the total value of the stored materials (see the List of Stored Materials Form). If materials are being stored from multiple payment applications, the limits must be equal to or greater than the totals for all applicable payment applications.
    - 4.2.4.4. Additional insured entities per the Attachment A Insurance Requirements must be listed on the loss payee endorsement and the waiver of subrogation endorsement.
  - 4.2.5. Photos of the Stored Materials
  - 4.2.6. Address Where Materials Are Stored
  - 4.2.7. <u>Lease Agreement</u>: This is only required if Subcontractor is leasing space to store the materials.

#### 5. FINAL PAYMENT / RETENTION

- 5.1. Required Documents. The following documents must be submitted with the final payment application in GCPay and are a condition precedent for Contractor to make payment to Subcontractor.
  - 5.1.1. Subcontractor Payment Application Form
  - 5.1.2. Conditional Waiver and Release Upon Final Payment
  - 5.1.3. Unconditional Waiver and Release Upon Progress Payment for the previous month's payments
  - 5.1.4. Affidavit of Union Benefits
  - 5.1.5. Affidavit of Subcontractor: This is only required for contracts that do not provide payment and performance bonds.

- 5.1.6. Sub-Tier Subcontractor Releases: These are only required for contracts that do not provide payment and performance bonds. One of the following options can be completed to release payment for the values of the 2<sup>nd</sup> tier subcontractors' and suppliers' work:
  - 5.1.6.1. Unconditional Final Releases from Subcontractor's 2<sup>nd</sup> tier subcontractors and suppliers. These must be submitted on Contractor's form included in this Attachment B.
  - 5.1.6.2. Conditional Final Release from Subcontractor's 2nd tier subcontractors and suppliers. These must be submitted on Contractor's forms included in this Attachment B. Please note, payment for the 2nd tier values will not be released until the Unconditional Final Releases are received.
  - 5.1.6.3. Conditional Final Release and Joint Check Agreement from Subcontractor's 2<sup>nd</sup> tiers. Contact the Project Accountant for the Agreement forms.
- 5.1.7. Final Consent of Surety (if Subcontractor has provided payment and performance bonds). The consent of surety shall be provided on the AIA G707 or equivalent form.
- 5.1.8. All other documents as required by the Agreement.

#### 6. FORMS

- 6.1. Contractor will not accept payment applications or lien waivers that are not submitted on our forms. Samples of the following forms are included in this Attachment B and are available in GCPay.com.
  - 6.1.1. G702 Subcontractor Payment Application Cover Sheet
  - 6.1.2. Conditional Waiver and Release Upon Progress Payment
  - 6.1.3. Conditional Waiver and Release Upon Final Payment
  - 6.1.4. Unconditional Waiver and Release Upon Progress Payment
  - 6.1.5. Unconditional Waiver and Release Upon Final Payment
  - 6.1.6. 2nd Tier Unconditional Waiver and Release Upon Progress Payment
  - 6.1.7. Affidavit of Subcontractor and Instructions
  - 6.1.8. Affidavit of Union Benefits
  - 6.1.9. Consent of Surety Form (AIA G707)
  - 6.1.10. Stored Materials Check List
  - 6.1.11. List of Stored Materials
  - 6.1.12. Subcontractor Off-Road Vehicle & Equipment Fuel Tracking
  - 6.1.13. Subcontractor Material & Equipment Delivery Tracking
- 6.2. All forms are available on GCPay and will be completed and submitted via GCPay using those forms.

#### 7. INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF SUBCONTRACTOR

- 7.1. The Affidavit of Subcontractor is a document listing all 2<sup>nd</sup> tier subcontractors and suppliers that:
  - 7.1.1. Have sent preliminary notices, or
  - 7.1.2. Are estimated to incur \$20,000.00 or more for the entire project.
- 7.2. <u>Instructions to Complete the Affidavit of Subcontractor</u>: Please complete all "Do Not Leave Blank" fields.

- 7.2.1. The project name, number, and address can be found in GCPay under the Project Settings.
- 7.2.2. Enter the GCPay Payment Application number and Period To date found on the Payment Application.
- 7.2.3. Indicate True / False for the 2<sup>nd</sup> tier subcontractors and suppliers.
  - 7.2.3.1. True = confirmation that a) there currently are no 2<sup>nd</sup> tier subcontractors or suppliers incurring more than \$20,000.00 for the entire project, and b) no 2<sup>nd</sup> tier subcontractors or suppliers have submitted preliminary notices.
  - 7.2.3.2. False = there are 2<sup>nd</sup> tier subcontractors or suppliers with values over \$20,000.00 for the entire project or who have provided preliminary notices.
- 7.2.4. Provide a list of 2<sup>nd</sup> tier subcontractors and suppliers and the Estimated Total Cost for the Entire Project to be incurred with each. This estimated total only changes when there are additive or deductive changes made to the total and should not fluctuate from month to month based on payments made to those subcontractors/suppliers.
  - 7.2.4.1. If "Yes" is selected for any subcontractors/suppliers, please upload the Unconditional Waiver and Release Upon Progress Payment for each subcontractor/supplier.
  - 7.2.4.2. If "No" is selected, the Unconditional Waiver and Release Upon Progress Payment is not required for that subcontractor/supplier.
  - 7.2.4.3. If "Paid in Full" is selected, please upload the Unconditional Waiver and Release Upon Final Payment for each subcontractor/supplier.
  - 7.2.4.4. All waivers for 2nd tier subcontractors/suppliers must be uploaded to the same location in GCPay where the Affidavit of Subcontractor is uploaded.
- 7.2.5. The Affidavit of Subcontractor must be signed and dated within the same month as the payment application.

					SUBCONTRACTO	RAPPLICATI	ON FOR PAYMENT
То:	\${owner} \${owner_address1} \${owner_city}, \${owner_st}	ratel	Project:	\${project_nar	me}	Application No:	\${afp_number}
	\${owner_zip}	atoj				Period To:	\${period_to}
						Application Date:	\${application_date}
From:	\${contractor} \${contractor_address1},					Project No:	\${project_number}
	\${contractor_city}, \${contractor_zip}	actor_state},				Contract Date:	\${contract_start_date}
						Commitment:	\${timberline_commitment_num er}
Contra	ct For: \${schedule_nam	e}					
1. ORI	GINAL CONTRACT AMOU	INT	\${or	riginal_price}			
_	CHANGE BY CHANGE O			ange_orders}			
	NTRACT SUM TO DATE			usted_price}			
	TAL COMPLETED AND ST	ORED TO DATE		_completed}	The undersigned Subcontracto	r certifies that to the b	est of the Subcontractor's
	(Column G)	ONED TO BITTE	ψισιαι	_completed <sub>}</sub>	knowledge, information, and be has been completed in accorda		by this Application for Payment
	AINAGE				have been paid by the Subcont	ractor for Work for wh	ich previous Application for
%	of Completed Work (Columns D + E) of Stored Materials (Column F)	_	\${retainage_	this_period}	Payment were issued and payr payment shown herein is now o		ne Contractor, and that current
To	tal Retainage			\${retainage}	Subcontractor: \${contra	actor}	
	Line 5a + Line 5b OR Sum of Co TOTAL EARNED LESS RE		\${te	otal_earned}	. Dummy Sianature		
	ne 4 less Line 5 Total)		71		By:Signature		
•	S PRIOR CERTIFICATES	FOR PAYMENT	\${pric	or_payment}	Name: \${digital_accepte		
	(Line 6 from prior Certificate)		- ' ()		Date: \${digital_accept_c	iate}	
	RRENT BALANCE DUE	_		\${total_due}			
9. BAL	ANCE TO FINISH, INCLU	DING RETAINAGE					
(Line 3 I	ess Line 6)			\${balance}			
CHAN	GE ORDER SUMMARY	ADDITIONS	DEDUCTION	NS			
Total a	pproved this month	\${change_additions}	\${change	e_deductions}			
NET C Orders	HANGES by Change	\${change_	orders}				



## Conditional Waiver and Release Upon Progress Payment

Don receipt by the Releasor of a check from BNBuilders, Inc. in the Payment Amount payable to Releasor and when the check has been properly endorsed and has been paid by the drawee bank, this document shall become effective to elease any and all mechanic's lien, stop notice, claims (including those listed as an Exception under any prior release b not relisted above), and/or bond right the Releasor had for work performed and items furnished on the Project, located a he Project Address and owned by Owner, through the Release Date.  This release does not cover (i) any retentions retained before or after the Release Date, (ii) any change order work been formed or items furnished at the instance of BNBuilders, Inc., before the Release Date, and for which a change order has not been issued and payment has not been made; and/or (iii) the Releasor's mechanic's liens, stop notice, claims, cond rights relating to work performed and items furnished that form the basis of the claims or potential claims listed above as an Exception, but only if the Releasor has followed and/or follows the applicable claims process under the contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right to such claim(s). Releasor acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defenses relating to any such claim(s).  Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release. This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.	Project Name:	BNB Project Number:	Release Date:
Payment Amount:    S	Project Owner:	Project Address:	GCPay Application #:
Screptions:  Spon receipt by the Releasor of a check from BNBuilders, Inc. in the Payment Amount payable to Releasor and when the check has been properly endorsed and has been paid by the drawee bank, this document shall become effective to release any and all mechanic's lien, stop notice, claims (including those listed as an Exception under any prior release bnot relisted above), and/or bond right the Releasor had for work performed and items furnished on the Project, located a he Project Address and owned by Owner, through the Release Date.  This release does not cover (i) any retentions retained before or after the Release Date, and for which a change order has not been issued and payment has not been made; and/or (iii) the Releasor's mechanic's liens, stop notice, claims, cound rights relating to work performed and items furnished that form the basis of the claims or potential claims listed above as an Exception, but only if the Releasor has followed and/or follows the applicable claims process under the contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right to such claim(s). Releasor acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defenses relating to any such claim(s).  Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release. This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.	Releasor (Subcontractor):		
Upon receipt by the Releasor of a check from BNBuilders, Inc. in the Payment Amount payable to Releasor and when the check has been properly endorsed and has been paid by the drawee bank, this document shall become effective to release any and all mechanic's lien, stop notice, claims (including those listed as an Exception under any prior release b not relisted above), and/or bond right the Releasor had for work performed and items furnished on the Project, located a the Project Address and owned by Owner, through the Release Date.  This release does not cover (i) any retentions retained before or after the Release Date, (ii) any change order work performed or items furnished at the instance of BNBuilders, Inc., before the Release Date, and for which a change order has not been issued and payment has not been made; and/or (iii) the Releasor's mechanic's liens, stop notice, claims, conding this relating to work performed and items furnished that form the basis of the claims or potential claims listed above as an Exception, but only if the Releasor has followed and/or follows the applicable claims process under the contract between the Releasor and BNBuilders, Inc. reserves all rights, claims, and defenses relating to any such claim(s). Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release. This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.	Payment Amount:		
Jpon receipt by the Releasor of a check from BNBuilders, Inc. in the Payment Amount payable to Releasor and when the check has been properly endorsed and has been paid by the drawee bank, this document shall become effective to release any and all mechanic's lien, stop notice, claims (including those listed as an Exception under any prior release be not relisted above), and/or bond right the Releasor had for work performed and items furnished on the Project, located a he Project Address and owned by Owner, through the Release Date.  This release does not cover (i) any retentions retained before or after the Release Date, (ii) any change order work performed or items furnished at the instance of BNBuilders, Inc., before the Release Date, and for which a change order has not been issued and payment has not been made; and/or (iii) the Releasor's mechanic's liens, stop notice, claims, or bond rights relating to work performed and items furnished that form the basis of the claims or potential claims listed above as an Exception, but only if the Releasor has followed and/or follows the applicable claims process under the contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right to such claim(s). Releasor acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defenses relating to any such claim(s).  Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release. This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.	\$		Dollars
check has been properly endorsed and has been paid by the drawee bank, this document shall become effective to release any and all mechanic's lien, stop notice, claims (including those listed as an Exception under any prior release be not relisted above), and/or bond right the Releasor had for work performed and items furnished on the Project, located at the Project Address and owned by Owner, through the Release Date.  This release does not cover (i) any retentions retained before or after the Release Date; (ii) any change order work performed or items furnished at the instance of BNBuilders, Inc., before the Release Date, and for which a change order has not been issued and payment has not been made; and/or (iii) the Releasor's mechanic's liens, stop notice, claims, cound rights relating to work performed and items furnished that form the basis of the claims or potential claims listed above as an Exception, but only if the Releasor has followed and/or follows the applicable claims process under the contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right to such claim(s). Releasor acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defenses relating to any such claim(s).  Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release. This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.	Exceptions:		\$
Signature			\$
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Signature	Rights based upon work performed parties prior to the Release Date are	or items furnished under a written change of e covered by this release. This release sha	order which has been fully executed by the all not otherwise affect the contract rights,
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	Name:	Title:	



## **Unconditional Waiver and Release** Upon Progress Payment Washington

The Releasor has received a check from BNBuilders, Inc. in the Payment Amount and the endorsed and has been paid by the drawee bank (i.e., the Releasor has been paid the Fahall waive and release any and all mechanic's lien, stop notice, claims (including those porior release but not relisted above), and/or bond right the Releasor had for work performed project, located at the Project Address and owned by Owner, through the Release Date pelow.  This release does not cover (i) any retentions retained before or after the Release Date; performed or items furnished at the instance of BNBuilders, Inc., before the Release Date; performed issued and payment has not been made; and/or (iii) the Releasor's mechanond rights relating to work performed and items furnished that form the basis of the class above as an Exception, but only if the Releasor has followed and/or follows the applicate contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defense parties prior to the Release Date are covered by this release. This release shall not otherwise prior to the Release Date are covered by this release.	Release Date:
Payment Amount:  \$  Exceptions:  The Releasor has received a check from BNBuilders, Inc. in the Payment Amount and the endorsed and has been paid by the drawee bank (i.e., the Releasor has been paid the Fahall waive and release any and all mechanic's lien, stop notice, claims (including those prior release but not relisted above), and/or bond right the Releasor had for work performed. Inc., located at the Project Address and owned by Owner, through the Release Date performed or items furnished at the instance of BNBuilders, Inc., before the Release Date performed or items furnished at the instance of BNBuilders, Inc., before the Release Date performed or items furnished at the instance of BNBuilders, Inc., before the Release Date performed and items furnished that form the basis of the class above as an Exception, but only if the Releasor has followed and/or follows the applicate contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its rigarknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defense Rights based upon work performed or items furnished under a written change order whice parties prior to the Release Date are covered by this release. This release shall not otherwise prior to the Release Date are covered by this release.	GCPay Application #:
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The Releasor has received a check from BNBuilders, Inc. in the Payment Amount and the endorsed and has been paid by the drawee bank (i.e., the Releasor has been paid the Fahall waive and release any and all mechanic's lien, stop notice, claims (including those porior release but not relisted above), and/or bond right the Releasor had for work performeroject, located at the Project Address and owned by Owner, through the Release Date pelow.  This release does not cover (i) any retentions retained before or after the Release Date; performed or items furnished at the instance of BNBuilders, Inc., before the Release Date; performed issued and payment has not been made; and/or (iii) the Releasor's mechanond rights relating to work performed and items furnished that form the basis of the class above as an Exception, but only if the Releasor has followed and/or follows the applicate contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its right acknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defense parties prior to the Release Date are covered by this release. This release shall not otherwise prior to the Release Date are covered by this release.	Dollar
endorsed and has been paid by the drawee bank (i.e., the Releasor has been paid the Feshall waive and release any and all mechanic's lien, stop notice, claims (including those prior release but not relisted above), and/or bond right the Releasor had for work perform Project, located at the Project Address and owned by Owner, through the Release Date; below.  This release does not cover (i) any retentions retained before or after the Release Date; beformed or items furnished at the instance of BNBuilders, Inc., before the Release Date; and not been issued and payment has not been made; and/or (iii) the Releasor's mechanond rights relating to work performed and items furnished that form the basis of the class above as an Exception, but only if the Releasor has followed and/or follows the applicate contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its rights cacknowledges and agrees that BNBuilders, Inc. reserves all rights, claims, and defenses Rights based upon work performed or items furnished under a written change order which parties prior to the Release Date are covered by this release. This release shall not other	<u> </u>
The Releasor has received a check from BNBuilders, Inc. in the Payment Amount and the endorsed and has been paid by the drawee bank (i.e., the Releasor has been paid the Fishall waive and release any and all mechanic's lien, stop notice, claims (including those prior release but not relisted above), and/or bond right the Releasor had for work performed project, located at the Project Address and owned by Owner, through the Release Date below.  This release does not cover (i) any retentions retained before or after the Release Date; performed or items furnished at the instance of BNBuilders, Inc., before the Release Date about sond rights relating to work performed and items furnished that form the basis of the classove as an Exception, but only if the Releasor has followed and/or follows the applicate contract between the Releasor and BNBuilders, Inc. and has not otherwise waived its rights cannot be a supply and agrees that BNBuilders, Inc. reserves all rights, claims, and defense Rights based upon work performed or items furnished under a written change order which parties prior to the Release Date are covered by this release. This release shall not othe including rights between parties to the contract based upon rescission, abandonment, or	\$
	(ii) any change order work te, and for which a change order nic's liens, stop notice, claims, o ims or potential claims listed ble claims process under the ght to such claim(s). Releasor is relating to any such claim(s).
By: Date: Signature  Name: Title:	



## Conditional Waiver and Release Upon Final Payment

Project Name:	BNB Project Number:	Release Date:
Project Owner:	Project Address:	GCPay Application #:
Releasor (Subcontractor):		
Payment Amount:		
\$		Dollar
	payment to the Releasor for any and all labor, ma or work furnished to and/or performed on or in cor	
Ву:	Date:	
	Signature	<del></del>
Name:	Title:	
Company:		



## Unconditional Waiver and Release Upon Final Payment

Project Name:	BNB Project Number:	Release Date:
Project Owner:	Project Address:	GCPay Application #:
Releasor (Subcontractor):		
Payment Amount:		
\$		Dollars
does hereby waive and release any mecha performed and items furnished on the Proj		or bond right the Releasor had for work
Ву:	Date:	
Signature	T:0	
Name:	Title:	



## 2<sup>nd</sup> Tier Unconditional Waiver and Release Upon Progress Payment

Project Name:	BNB Project Number:	Release Date:
Project Owner:	Project Address:	GCPay Application #:
Releasor (2 <sup>nd</sup> Tier):		Subcontractor:
Payment Amount:		
\$		Dollars
before the Release Date.  Rights based upon work performe parties prior to the Release Date a	y Owner, through the Release Date only and or items furnished under a written change of are covered by this release. This release shat the contract based upon rescission, abandor	order which has been fully executed by the II not otherwise affect the contract rights,
By:Sig	Date:	
Name:	Title.	
Company:		



## Affidavit of Subcontractor Standard

Stat	e of	County of			
	(Do Not Leave Blank)			(Do Not Leave Blank)	
Ι,		in the position of			
	NAME (Do Not Leave Blank)			TITLE (Do Not Leave Blank)	
For		a			
	COMPANY NAME (Do Not Leave Blank)		Partne	ership / Corporation / Individual (Do Not Leave Bl	lank)
	nafter referred to as "Subcontractor", and am authorized to execute edge; AND:	e this affidavit on behalf	of Subcontractor, kno	w that contents hereof, and certify that the sam	ne is true of my
1)	That Subcontractor is a subcontractor to BNBuilders hereinafter re	ferred to as "Contractor	', the general contract	or on	
	BNB Project NAME (Do Not Leave Blank)  BNB 9	Digit Project NUMBER (Do	Not Leave Blank)	Project Address (Do Not Leave Blank)	
2)	This Affidavit of Subcontractor accompanies Application for Payme (E	ent # and the perion Not Leave Blank)		NTH / DAY / YEAR (Do Not Leave Blank)	
certifi period period rente	as an inducement to Contractor to advance monies to Subcontractives that (a) except as specifically set forth on Subcontractor Applicated for which payment is sought, there is no claim which is being omit unless an exception is noted at this time, and (b) the firms and indequipment, or subcontracted portions of Subcontractor's work on the form commencement of said project to the date of project components.	ition for Payment, this a tted and applicant waive dividuals listed in Sectio said project (or has con	oplication makes clain es any right to make a n 4 below are the only	n for payment for all work performed on the Pro ny claim for any additional compensation relation parties from whom Subcontractor has purchas	oject during the ing to the ased materials,
3)	We <b>DO NOT</b> have any 2 <sup>nd</sup> tier subcontractors or suppliers incurring <b>If true</b> , skip 4-6, sign and date at the bottom <b>If false</b> , plea				

.) List all 2<sup>nd</sup> tier subs/suppliers/rentals that have a) sent Preliminary notices, or b) will be incurring \$20,000.00 or more with for the ENTIRE PROJECT.

Name of 2nd Tier Sub/Supplier/Rental	Estimated Total Cost for Entire Project	
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full
		Did they supply product/labor last month? YES NO Paid in full

- 5) If the listed 2<sup>nd</sup> tier subcontractor/supplier/rental company worked last month, a **BNBuilders Unconditional Progress Waiver** is required from them.
- 6) If the listed 2<sup>nd</sup> tier subcontractor/supplier/rental has been paid in full, a BNBuilders Unconditional Final Waiver is required from them.

\*I certify or declare under penalty of perjury of the laws of the state listed above that the foregoing is true and correct.

SIGNATURE (Do Not Leave Blank)	DATE (Do Not Leave Blank)	COMPANY NAME (Do Not Leave Blank)

BNBuilders Attachment B





Subcontractor:	Project Name:	Period Ending:
	BNB Project Number:	GCPay Application #:
	required to complete and submit Part 1 of this fo or suppliers are required to complete and subm	
art 1: Union Subcontra	ctors	
ubcontractor hereby certi rough the Period Ending	fies that all union trust benefits on behalf of Sub Date.	contractor's employees are paid and curr
<i>/</i> :	Date:	
ame:	Signature Title:	
he undersigned union tru	st hereby certifies that in accordance with the tr	
ne undersigned union true ubcontractor has paid all ertification shall in no way correctly reported and du	st hereby certifies that in accordance with the tr benefits due for hours worked by its employees relieve the Subcontractor of responsibility for e	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way correctly reported and du	st hereby certifies that in accordance with the tribenefits due for hours worked by its employees relieve the Subcontractor of responsibility for ele.  Date:	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way correctly reported and du y: ame:	st hereby certifies that in accordance with the tropensity due for hours worked by its employees relieve the Subcontractor of responsibility for eae.  Date:	through the Period Ending Date. This
ubcontractor has paid all	st hereby certifies that in accordance with the tribenefits due for hours worked by its employees relieve the Subcontractor of responsibility for ele.  Date:	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way acorrectly reported and du y: ame:	st hereby certifies that in accordance with the tribenefits due for hours worked by its employees relieve the Subcontractor of responsibility for ele.  Date:	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way correctly reported and du y: ame: ompany:	st hereby certifies that in accordance with the tribenefits due for hours worked by its employees relieve the Subcontractor of responsibility for ele.  Date:	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way icorrectly reported and du y: ame: ompany:  art 2: Non-Union Subco	st hereby certifies that in accordance with the trade benefits due for hours worked by its employees a relieve the Subcontractor of responsibility for ease.  Date:  Signature  Title:	through the Period Ending Date. This
he undersigned union true ubcontractor has paid all ertification shall in no way icorrectly reported and du y: ame: ompany:  art 2: Non-Union Subco	st hereby certifies that in accordance with the trade benefits due for hours worked by its employees are relieve the Subcontractor of responsibility for each signature.  Date:  Signature  Title:	through the Period Ending Date. This

BNBuilders Attachment B, Gemini 1.2

Company:



# DRAFT AIA Document G707 - 1994

#### Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR:	ARCHITECT:
		CONTRACTOR:
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:
		OTHER:
In accordance with the provisions of the Cabove, the (Insert name and address of Surety)	Contract between the Owner and the Contractor as indica	ted
		, SURETY,
on bond of		, seidli,
(Insert name and address of Contractor)		
		, CONTRACTOR,
hereby approves of the final payment to the shall not relieve the Surety of any of its of (Insert name and address of Owner)	he Contractor, and agrees that final payment to the Contrabiligations to	actor
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has a (Insert in writing the month followed by the		
	(Surety)	
	(Signature of authorized re	epresentative)
Attest:		
(Seal):	(Printed name and title)	

1



### Stored Materials Check List

Subcontractor:		Project Name:	Period Ending Date:
В	NB Project #:	Project Address:	GCPay Application #:
	List of Stored Materials Fo	rm: Completed and invoices atta	ached.
		s form is acceptable. The total varials on the List of Stored Material	alue of stored materials must match ls form.
	<ul> <li>Description of Operations</li> <li>BNBuilders project num</li> <li>Address where the must are listed as loss payers</li> <li>The limits for the property stored materials (see the multiple payment applicate applicable payment applicate applicable payment applicate applicable payment applicate to be applicable payment applicate.</li> <li>Loss Payee Endorsements</li> <li>Waiver of Subrogation</li> </ul>	ees y insurance must be equal to or g List of Stored Materials Form). It tions, the limits must be equal to cations. ent: Additional insured parties are	ne following information:  ance Requirements from the contract reater than the total value of the f materials are being stored from or greater than the totals for all e listed per the Attachment A
	Photos: Photos of all stored	d materials are provided.	
	Address: Provide the addre	ess where the materials are being	stored.
	Lease Agreement: If Subconsecuted lease agreement.	ontractor is leasing space to store	e the materials, please provide the



Company:

# **Stored Materials**List of Stored Materials

Subcont	tractor:	Project Name:	1	Period Ending Date:  GCPay Application #:	
BNB Pro	oject #:	Project Address:	(		
Please ide	entify the stored material	als that are to be included in this payme s. Include additional pages if necessary	nt application. Atta	ach copies o	of invoices or c
Item	Description		Qu	antity	Value
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
11					\$
12					\$
13					\$
14					\$
15					\$
16					\$
17					\$
18					\$
	•		ı	Total:	\$
By:		Date:			
lame:	\$	Signature Title:			



## **Subcontractor Off-Road Vehicle and Equipment Fuel Tracking**

Please enter total fuel use in the gray column or days on site, hours used per day, and fuel use rate in the pink columns to calculate the total fuel usage.

Subcontractor:	Project Name:	Period Ending:
	BNB Project Number:	GCPay Application #:

Please initial here if no off-road vehicles or equipment were used since the last payment application was submitted.

Item	Activity	Equipment Used	Fuel Type (Diesel, Gas, Propane, etc.)	Days on Site	Hours Used Per Day	Fuel Use Rate (gal/hr)	Total Fuel Use (gal)
1							0
2							0
3							0
4							0
5							0
6							0
7							0
8							0
9							0
10							0
11							0
12							0
13							0
14							0



## **Subcontractor Material & Equipment Delivery Tracking**

Please enter materials/equipment deliveries since last payment application.

Subcontractor:	Project Name:	Period Ending:	
	BNB Project Number:	GCPay Application #:	
Please initial if no materials we	ere delivered to the project since the last payment application.		

Item	Date	Material/ Equipment	Roundtrip Distance Delivered to Jobsite* (miles)	Type of Vehicle**	Vehicle Miles / Gallon***
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**Total Distance (miles)** 

0

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<sup>\*</sup> Roundtrip distance delivered to the jobsite shall be defined as the number of vehicle miles traveled between the project site and the final point of manufacture of the material/product.

<sup>\*\*</sup> The Type of vehicle shall be defined as the vehicle used to transport material from the final point of manufacture to the project site. If multiple vehicles are used for this distance, please provide the vehicle which traveled the greater distance.

<sup>\*\*\*</sup> Optional to provide this information if it is available.