Definitions. 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. Registration. An email will be sent via GCPay to register your company or you can register at www.gcpay.com.

1.3. Project Set Up. 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 in to 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. Change Orders: 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. Applications for Payment: 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. Lien Waivers: 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. Signatures. 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. Technical Questions: Please contact GCPay if you have any technical or function issues with their system at (877) 447-2584 or support@gcpay.com.

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. Due Date: Payment applications are due to Contractor by the 20th of the month, unless otherwise indicated.

2.3. Compliance: 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. The Affidavit of Subcontractor is not required to be submitted, however, Contractor reserves the right to request the affidavit and sub-tier subcontractor and supplier lien release information if the need arises.

2.3.3.3. Sub-tier subcontractor and supplier lien releases are not required for subcontractors who are providing bonds.

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) must be submitted to GCPay.

4. MONTHLY PAYMENT APPLICATIONS

4.1. Required Documents: 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 2nd 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 2nd 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.

4.2. Stored Materials: 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. Bill of Sale: 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. List of Stored Materials: 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. Lease Agreement: 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 2nd tier subcontractors' and suppliers' work:

5.1.6.1. Unconditional Final Releases from Subcontractor's 2nd 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 2nd tiers. Contact the Project Accountant for the Agreement forms.

5.1.7. Subcontractor Wage and Benefit Payment Affidavit

5.1.8. Final Consent of Surety (if Subcontractor has provided payment and performance bonds)

5.1.9. 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. Affidavit of Subcontractor and Instructions

6.1.7. Affidavit of Union Benefits

6.1.8. Subcontractor Wage and Benefit Payment Affidavit

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 2nd 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. Instructions to Complete the Affidavit of Subcontractor: 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 2nd tier subcontractors and suppliers.

7.2.3.1. True = confirmation that a) there currently are no 2nd tier subcontractors or suppliers incurring more than $20,000.00 for the entire project, and b) no 2nd tier subcontractors or suppliers have submitted preliminary notices.

7.2.3.2. False = there are 2nd 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 2nd 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.

SUBCONTRACTOR APPLICATION FOR PAYMENT

To: ${owner}
${owner_address1}
${owner_city}, ${owner_state}
${owner_zip}

Project: ${project_name}

Application No: ${afp_number}

Period To: ${period_to}

Application Date: ${application_date}

From: ${contractor}
${contractor_address1},
${contractor_city}, ${contractor_state},
${contractor_zip}

Project No: ${project_number}

Contract Date: ${contract_start_date}

Commitment: ${timberline_commitment_number}

Contract For: ${schedule_name}

1. ORIGINAL CONTRACT AMOUNT	${original_price}
2. NET CHANGE BY CHANGE ORDERS	${change_orders}
3. CONTRACT SUM TO DATE	${adjusted_price}
4. TOTAL COMPLETED AND STORED TO DATE (Column G)	${total_completed}
5. RETAINAGE % of Completed Work (Columns D + E) % of Stored Materials (Column F)	${retainage_this_period}
Total Retainage Line 5a + Line 5b OR Sum of Column I	${retainage}
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	${total_earned}
7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	${prior_payment}
8. CURRENT BALANCE DUE	${total_due}
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	${balance}

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved this month	${change_additions}	${change_deductions}
NET CHANGES by Change Orders	${change_orders}	

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

Subcontractor: ${contractor}

By: Dummy Signature
GCPAY Digital Signature

Name: ${digital_accepter}

Date: ${digital_accept_date}

SAMPLE

BNBuilders

Conditional Waiver and Release Upon Progress Payment
California (CA Civil Code 8132)

Project Name:	**BNB Project Number:**	**Through Date:**
Project Owner:	**Project Address:**	**GCPay Application #:**
Claimant (Subcontractor):		**Customer:**

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.

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 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

By: _____ Date: _____
Signature

Name: _____ Title: _____

BNBuilders

Unconditional Waiver and Release Upon Progress Payment
California (CA Civil Code 8134)

Project Name:	**BNB Project Number:**	**Through Date:**
Project Owner:	**Project Address:**	**GCPay Application #:**
Claimant (Subcontractor):		**Customer:**

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.

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

By: _____ Date: _____
Signature

Name: _____ Title: _____

BNBuilders

Conditional Waiver and Release Upon Final Payment
California (CA Civil Code 8136)

Project Name:	**BNB Project Number:**	**Through Date:**
Project Owner:	**Project Address:**	**GCPay Application #:**
Claimant (Subcontractor):		**Customer:**

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.

Conditional Waiver and Release Upon Final Payment

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:

1. Disputed claims for extras in the amount of: $_____

Signature

By: _____ Date: _____
Signature

Name: _____ Title: _____

BNBuilders

Unconditional Waiver and Release Upon Final Payment
California (CA Civil Code 8138)

Project Name:	**BNB Project Number:**	**Through Date:**
Project Owner:	**Project Address:**	**GCPay Application #:**
Claimant (Subcontractor):		**Customer:**

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.

Unconditional Waiver and Release Upon Final Payment

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 any of the following:

1. Disputed claims for extras in the amount of: $_____

Signature

By: _____ Date: _____
Signature

Name: _____ Title: _____

BNBuilders

Affidavit of Subcontractor
Standard

State of _____ (Do Not Leave Blank) County of _____ (Do Not Leave Blank)

I, _____ (NAME Do Not Leave Blank) in the position of _____ (TITLE Do Not Leave Blank)

For _____ (COMPANY NAME Do Not Leave Blank) a _____ (Partnership / Corporation / Individual Do Not Leave Blank)

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

_____ (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 Payment # ____ (Do Not Leave Blank) and the period through date is _____ (MONTH / DAY / YEAR Do Not Leave Blank)

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 Application for Payment, 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 firms and individuals listed in Section 4 below 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 **$20,000.00 or more** from commencement of said project to the date of project completion.

3) We **DO NOT** have any 2nd tier subcontractors or suppliers incurring more than $20,000 for the ENTIRE PROJECT ___ TRUE ___ FALSE

If true, skip 4-6, sign and date at the bottom **If false**, please complete 4-6 and sign and date at the bottom

4) List all 2nd 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 2nd tier subcontractor/supplier/rental company worked last month, a **BNBuilders Unconditional Progress Waiver** is required from them.
6) If the listed 2nd 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)

BNB
BNBuilders

Affidavit of Union Benefits

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

Union subcontractors are required to complete and submit Part 1 of this form with every payment application.
Non-union subcontractors or suppliers are required to complete and submit Part 2 of this form with the first payment application only.

Part 1: Union Subcontractors

Subcontractor hereby certifies that all union trust benefits on behalf of Subcontractor's employees are paid and current through the Period Ending Date.

By: _____ Date: _____
Signature

Name: _____ Title: _____

Company: _____

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

By: _____ Date: _____
Signature

Name: _____ Title: _____

Company: _____

Part 2: Non-Union Subcontractors and Suppliers

Subcontractor hereby certifies that it is not signatory to a union.

By: _____ Date: _____
Signature

Name: _____ Title: _____

Company: _____

SAMPLE

BNBuilders

Subcontractor Wage and Benefit Payment Affidavit
California
(CA Labor Code Section 218.8)

1. I, _____ [print name] am the _____ [print position held]

   for _____ [print subcontractor's name] ("Subcontractor"), a subcontractor

   for BNBuilders, Inc. ("Contractor") on the _____ [name of the project] project ("Project"). I am familiar with the payroll practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure Subcontractor makes payment of wages, fringe or other benefit payments or contributions to and on behalf of its employees.

2. I have reviewed the payroll practices and the payroll records for Subcontractor on the Project through _____ [date]. Subcontractor has paid to each of its employees on the Project all wages, and any other benefit payments or contributions due employee in connection with the Project.

3. I have also reviewed the payroll practices of each of Subcontractor's subcontractors on the Project through _____ [date]. Each of Subcontractor's subcontractors has paid all wages, fringe or other benefit payments or contributions, to and on behalf of its employees in connection with the Project.

4. I understand BNBuilders, Inc. ("Contractor") is relying upon the truth of the contents of this sworn statement in making payment to Subcontractor for work performed on the Project, and may suffer damages if my sworn representations are not true. As provided in the Subcontract, Subcontractor shall defend, indemnify and hold harmless Contractor from any debt or other amount owed to a wage claimant or third party on the wage claimant's behalf incurred by Subcontractor at any tier for the wage claimant's performance of labor in connection with the Project.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on _____ [date] in _____ [location-city], California.

Signature

By: _____ Date: _____
Signature

Name: _____ Title: _____

SAMPLE