



ATTACHMENT A
Subcontractor Billing Package

McGUIRE and HESTER is committed to insuring timely payment of all amounts due to our subcontractors. It is our intent to pay our subcontractors in a timely fashion to satisfy our obligation to the Owner 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. Please confirm the Owners monthly quantity cut off date and invoice due date with the McGuire and Hester Project Manager assigned to this project. Billing packages must be delivered to McGUIRE and HESTER at the earliest of three business days preceding Owners Invoice due date or 25th of the current month. Billing packages must be mailed to:
McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603
Attention: Accounts Payable

2. A complete "Progress Billing Package" consist of the following items:
 - a. A completed and signed McGUIRE and HESTER Subcontractor's Application and Certification for Payment (form attached).
 - b. An executed McGUIRE and HESTER "Affidavit of Subcontractor" (form attached).
 - c. An executed McGUIRE and HESTER "Conditional Waiver and Release Upon Progress Payment" for the current month from Subcontractor and one from each lower-tier subcontractor and suppliers listed on the Affidavit of Subcontractor (form attached).
 - d. Executed McGUIRE and HESTER "Unconditional Waiver and Release Upon Progress Payment" for previous months Application and Certification for Payment from Subcontractor and one from each lower-tier subcontractor and supplier, when applicable.
 - e. Certified Payroll reports and/or Statement of Non Performance covering the applicable time period.

3. A complete "Final Billing Package" consists of the following items:
 - a. A completed and signed McGUIRE and HESTER Subcontractor Application and Certification for Payment. The last billing should be marked **FINAL**. Please contact McGuire and Hester's Project Manager to initiate and agree on final quantities.
 - b. An executed McGUIRE and HESTER "Affidavit of Subcontractor" (form attached).
 - c. Executed McGUIRE AND HESTER "Unconditional Waiver and Release Upon Final Payment" from each lower-tier subcontractor and supplier (form attached).
 - d. An executed McGUIRE and HESTER "Conditional Waiver of Release Upon Final Payment" from Subcontractor.
 - e. Executed McGUIRE and HESTER "Unconditional Waiver and Release Upon Progress Payment" for Subcontractor's previous month Application and Certification for Payment.
 - f. Certified Payroll reports and/or Statement of Non Performance covering the applicable time period. Final report marked Final.
 - g. Letter from applicable unions stating that dues have been paid for labor relating to this project.

Subcontractor Final Payment:

With your final payment, we will enclose a McGUIRE and HESTER "Unconditional Waiver and Release Upon Final Payment: form to be executed and returned to our office within 10 days.

Discounts:

Subject to McGuire and Hester's approval, McGuire and Hester will pay Subcontractor billings by the 10th of the month following invoice, if Subcontractor agrees to a 2% discount. The discount will be calculated on the net amount. To initiate early payment, Subcontractor must initial for the discount where indicated on the Subcontractor Progress Billing. All other items required above are still required upon submitting a progress billing.

Need Help?

Please feel free to contact the McGuire and Hester Accounts Payable Department or the Project Manager at (510) 632-7676 should you need assistance.

McGuire and Hester - Subcontractor Application and Certification for Payment

M&H PROJECT NO.: _____ PROJECT NAME: _____

SUB WORK AUTH. NO.: _____

APPLICATION NO.: _____ WORK COMPLETED TO: _____ / _____ / _____

Mark Final if Last Billing

REMINDER CHECKLIST
To prevent delays in processing this application, please make sure that:
 Subcontract is executed and Insurance Certs are submitted and current
 Affidavit of Subcontractor and Certified Payroll
 Subcontractor, Sub-Subcontractor and Supplier Lien Waiver
 Union Letter for Final Payment Application

A ITEM NO./ CCO NO.	B DESCRIPTION OF ORIGINAL CONTRACT WORK AND APPROVED CHANGE ORDERS (DO NOT INCLUDE UNAPPROVED C.O.'S)	C UNIT MEASURE	D ORIGINAL QUANTITY	E UNIT PRICE	F ORIGINAL SCHEDULED VALUE (D&E)	G QUANTITY COMPLETE TO DATE	H WORK COMPLETED		I PREVIOUS APPLICATION	J TOTAL CURRENT AMOUNT (H-I)	K ESTIMATED QUANTITY (@ COMPLETION	L ESTIMATED TOTAL VALUE (@ COMPLETION (K&E)
							GROSS TO DATE (G&E)					
TOTALS												

CERTIFICATION: 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 is now due

Total value of unapproved extras or any other claims for which written approval as to amount have not been issued is (describe each item separately):

<u>Gross</u>	<u>Previous</u>	<u>Current</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total of Unapproved Extras and Claims \$ _____

Failure to list extras or claims above shall constitute an agreement that no payment shall ever be owed for any extras or claims not listed and shall constitute a waiver of any right to compensation or recovery of such extras and claims.

Subcontractor Approval Signature
 Name/Title: _____ Date: _____ / _____ / _____
 Signature: _____ Phone: _____

M&H Project Manager Approval Signature
 Name: _____ Date: _____ / _____ / _____
 Signature: _____

McGUIRE AND HESTER AFFIDAVIT OF SUBCONTRACTOR

I am _____ in the position of _____ for
Name Title
 _____ a(n) _____ hereinafter referred to as
Subcontractor Company Name Partnership/Corporation/Individual

"Subcontractor" and I am authorized to executed this affidavit on behalf of Subcontractor, know the contents hereof and certify that the same is true of my own knowledge and:

1. That Subcontractor is in contract with McGUIRE and HESTER hereinafter referred to as "Contractor" on _____
M&H Job Number and Job Name
 This Affidavit is for Progress Payment Application No _____, for work completed through _____
2. That as an inducement to Contractor to advance monies to Subcontractor and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) 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 \$2,000 or more from the start of said project to the date of project completion, and (b) lien waivers will be submitted by Subcontractor for firms and individuals for whom Contractor has been served Preliminary 20-Day Notice(s) or as otherwise directed by Contractor.
- 3.

*List lowertier subcontractors first and indicate by "S" in front of name and please use "V" for vendor/suppliers

Name of Supplier/Sub-Subcontractor	Contact Name and Phone Number	Type of Work	Adjusted Total Contract Including Change Orders (A)	Net Previous Paid (B)	Balance Due (A-B)	Final Waivers Sent Already

ATTACH A SEPARATE SHEET IF NECESSARY

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that I will update McGuire and Hester within ten (10) calendar days to any changes.

Executed on _____, 20__ at _____
City and State

SIGNATURE _____

M&H USE ONLY – Check each supplier and lower tier subcontractor's that have filed a 20-Day Prelien. Contact Subcontractor on any 20-Day Prelien notices received that do not appear on affidavit.



**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS
PAYMENT**

[Civil Code Sec. 3262(d)(1)]

Upon receipt by the undersigned of a check from McGuire and Hester in the sum of \$ _____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to McGuire and Hester through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. 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 unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for the furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date: _____

(Company Name)

By _____

Title _____

Note: This document has important legal consequences: consultation with an attorney is encouraged with respect to its use or modification. This form of release complies with the requirements of Civil Code Section 3262(d)(1) as of January 1, 1994.



UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[Civil Code sec.NO3262(d)(2)]

The undersigned has been paid and has received a progress payment in the sum of _____
(Amount of Check) for labor, services, equipment or material furnished to on
the job of _____ located at _____ and does
(Owner) (Job Description)
hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the
above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment or materials furnished to
_____ through _____ only and does not cover
(Your Customer) (Date)
any retention retained before or after the release date; extras furnished before the release date for
which payment has not been received; extras or items furnished after the release date. 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 unless specifically
reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond
right shall not otherwise affect the contract rights, including rights between parties to the contract
based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to
recovery compensation for furnished labor, services, equipment or material covered by this
release if that furnished labor, services, equipment or material was not compensated by the
progress payment.

Dated: _____
(Date) (Company Name)

By _____

Title _____
(Name and Title)

NOTICE: THIS DOCUMENT WAIVES 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 THE CONDITIONAL RELEASE FORM.

Note: This document has important legal consequences: consultation with an attorney is encouraged with respect to its use or modification. This form of release complies with the requirements of Civil Code Section 3262(d)(2) as of January 1, 1994.



CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[Civil Code sec. 3262(d)(3)]

Upon receipt by the undersigned of a check from _____ in
the sum of \$ _____ payable to _____
and when the check has been properly endorsed and has been paid by the bank
upon which it is drawn, this document shall become effective to release any
mechanic's lien, stop notice, or bond right the undersigned has on the job of
_____ located at _____.

(Owner)

(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ **0.00**. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

By _____

Title _____
(Name and Title)

Note: This document has important legal consequences: consultation with an attorney is encouraged with respect to its use or modification. This form of release complies with the requirements of Civil Code Section 3262(d)(3) as of January 1, 1994.



**UNCONDITIONAL WAIVER AND RELEASE UPON
FINAL PAYMENT**
[Civil Code sec. 3262(d)(2)]

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ on the job of _____
(Your customer)
_____ located at _____ and
(Owner) (Job Description)
does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____.

Dated: _____
(Company Name)

By _____

Title _____
(Name and Title)

NOTICE: THIS DOCUMENT WAIVES 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 THE CONDITIONAL RELEASE FORM.

Note: This document has important legal consequences: consultation with an attorney is encouraged with respect to its use or modification. This form of release complies with the requirements of Civil Code Section 3262(d)(2) as of January 1, 1994.