

APPLICATION AND CERTIFICATE FOR PAYMENT (G702)

ATTACHMENT 3

TO OWNER:	PROJECT:	APPLICATION NO:	1
FROM CONTRACTOR:		PERIOD TO:	
		PROJECT NOS.	
CONTRACT FOR:			

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	
2. NET CHANGE BY CHANGE ORDERS	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Columns D + E on G703)	\$	0.00
b. ____% of Stored Material (Column F on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

I declare under penalty of perjury that the information contained in this Application for Payment is true and I am authorized to execute this application of behalf of the undersigned.

COMPANY NAME: _____

BY: _____

ITS: _____

DATE: _____

VENDOR # _____	DATE	1/0/1900
JOB # _____ 0		
CAT # _____ S	GROSS	
PHASE # _____	RETENTION	0.00
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	
PHASE # _____	AMOUNT	

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of all work and materials provided under the terms of the Subcontract (and all extra & change order work thereto) between the undersigned and Andrews & Thornley Construction, Inc. relating to the above referenced project through the last day covered by this application for payment. I further certify that I understand and agree to the terms of the subcontract and I specifically incorporate the terms contained in Section 3.05 Conditional & Unconditional Waiver Release Forms and Section 5.02 Changed Work Documentation of Andrews & Thornley Construction, Inc.'s subcontract (copies of these sections have been provided). I understand that the undersigned is waiving all unbilled claims for payment for services and materials provided through the last day covered by this Application for payment, including but not limited to extra and change order, delay, unforeseen conditions breach of contract, rescission, tort and abandonment claims.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from Andrews & Thornley Construction, Inc., to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this subcontract. I further certify that I have complied with Federal, State and Local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workmen's Compensation Laws insofar as applicable to the performance of this subcontract. I also certify that all insurance required by the subcontract or purchase order is current naming the Owner and Andrews & Thornley Construction, Inc. as additional insureds and the as built drawings are current.

Project:
Subcontractor:

ATTACHMENT 3

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE) RATE
	TOTAL	\$0							

Attachment 4: Release Forms

Each Application for Payment shall be accompanied by a fully and properly executed Conditional Lien and Stop Payment Notice Release form for the current billing period, and an Unconditional Lien and Stop Payment notice Release form for the prior billing period using the forms contained in the **Attachment 4**. All lien releases shall be signed by an officer of the Subcontractor's corporation, owner or partner. Conditional and unconditional releases in the same form are required from all the Subcontractor's vendor/material suppliers.

CONDITIONAL WAIVER & RELEASE UPON 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 (Subcontractor): _____

Name of Customer: Andrews & Thornley Construction, Inc.; 951 California Blvd., Napa CA 94559; (707) 252-3478; Contractors License #553821

Job Name: _____

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 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 progress 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: _____

CONDITIONAL WAIVER & RELEASE UPON FINAL PAYMENT

(CA CIVIL CODE §136)

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 (Subcontractor): _____

Name of Customer: Andrews & Thornley Construction, Inc.; 951 California Blvd., Napa CA 94559; (707) 252-3478; Contractors License #553821

Job Name: _____

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

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 & RELEASE UPON 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 (Subcontractor): _____

Name of Customer: Andrews & Thornley Construction, Inc.; 951 California Blvd., Napa CA 94559; (707) 252-3478; Contractors License #553821

Job Name: _____

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

\$ _____

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: _____

UNCONDITIONAL WAIVER & RELEASE UPON FINAL PAYMENT

(CA CIVIL CODE §138)

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 (Subcontractor): _____

Name of Customer: Andrews & Thornley Construction, Inc.; 951 California Blvd., Napa CA 94559; (707) 252-3478; Contractors License #553821

Job Name: _____

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 any of the following:

Disputed Claims for extras in the amount of: \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Attachment 5: Insurance Requirements

1. Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with companies acceptable to Contractor, as follows:

2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. **A Waiver of Subrogation endorsement in favor of the Contractor is required.** Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

i) If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3. **General Liability Insurance.** Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- ii) premises and operations
- iii) products and completed operations
- iv) contractual liability insuring the obligations assumed by Subcontractor in this Agreement
- v) broad form property damage (including completed operations)
- vi) explosion, collapse and underground hazards
- vii) personal injury liability
- vii) The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$1,000,000 aggregate for products-completed operations
- \$2,000,000 general aggregate

ix) If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project, or if defense costs are included in the general aggregate limit, then each of the required aggregate limits shall be not less than \$2,000,000.

x) Contractor, its officers, directors and employees, and Owner shall be named as additional insured under the Comprehensive General Liability or Commercial General Liability policy for any liability arising out of the performance of the work. **The policy shall stipulate that the insurance afforded the additional insured shall apply as Primary insurance and that any other insurance maintained by Contractor or Owner will be excess only and shall not be called upon to contribute with this insurance. Coverage for the Contractor, its officers, directors and employees and the Owner as additional insured shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 11/85 or its equivalent (to be reviewed and approved by Contractor) as published by the Insurance Services Office (ISO).**

xi) Time Period of Coverage for Additional Insured. The Comprehensive General Liability or Commercial General Liability policy shall provide coverage for the Contractor, its officers, directors and employees and the Owner as additional insured for any and all liability otherwise covered by the policy for which a claim is made or a lawsuit for damages is filed prior to the expiration of the longest applicable statute of limitations associated with the Project, plus any tolling thereof.

xii) Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor.

4. **Automobile Liability Insurance.** Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

5. Certificates of insurance, as evidence of the insurance required by this Agreement and including the required "additional insured" and "primary insurance" endorsements shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. All certificates shall be issued by an insurance company with an A.M. Best Company rating of B+X or better.

6. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under this Attachment. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

7. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

Attachment 6: California Civil Code §§ 895 et. seq. Compliance

1. In addition to complying with any other requirements under any Contract Document, Subcontractor's work, including its warranty work, shall strictly comply with all standards specified in California Civil Code §§896, et seq., as amended from time to time and shall be constructed and installed in such a manner as to meet or exceed the more stringent of the standards set forth in (a) the latest version of §§896, et seq., as may be amended from time to time, (b) the applicable standards specified in any "Fit & Finish" Warranties associated with Subcontractor's work and (c) the applicable standards specified in any "Enhanced Protection Agreements" applicable to Subcontractor's work. Contractor has in its possession copies of the applicable Enhanced Protection Agreements and Fit & Finish Warranties associated with Subcontractor's work and these documents shall, at Contractor's discretion, be made available to Subcontractor for Subcontractor's review within twenty-four (24) hours after Subcontractor's written request. Subcontractor shall be responsible for knowing the contents of such documents prior to proceeding with Subcontractor's work pursuant to this Agreement. By executing this Agreement and commencing the Subcontractor's work pursuant to this Agreement, Subcontractor shall be deemed to have reviewed such documents and agreed to be bound by the standards therein. The requirements of this paragraph shall continue on after the completion of Subcontractor's work until the expiration of the longest applicable statute of limitations associated with the Project, plus any tolling thereof.

2. Subcontractor shall comply with and satisfy, and shall provide reasonable cooperation to Contractor so as to permit Contractor to comply with and satisfy any and all "pre-litigation procedures" requirements and/or obligations imposed by California Civil Code §§910, et seq., with respect to any claim arising out of or relating to Subcontractor's work. Contractor has adopted alternative non-adversarial procedures pursuant to California Civil Code §914 (hereinafter the "Alternative Non-Adversarial Procedures" or "ANAP"). Contractor has in its possession copies of the ANAP, which shall, at Contractor's discretion, be made available to Subcontractor for Subcontractor's review within twenty-four (24) hours after Subcontractor's written request. Subcontractor shall be responsible for knowing the contents of the ANAP prior to proceeding with Subcontractor's work pursuant to this Agreement. By executing this Agreement and commencing Subcontractor's work pursuant to this Agreement, Subcontractor shall be deemed to have reviewed the ANAP and agreed to be bound by the procedures therein. The requirements of this paragraph shall continue on after the completion of Subcontractor's work until the expiration of the longest applicable statute of limitations associated with the Project, plus any tolling thereof.