

EXHIBIT A TO SUBCONTRACT

Subcontractor INVOICING PROCEDURES MANUAL

FOR

Pat Williams Construction, LLC

1601 South 5th St

Leesville, LA 71446

INITIALS:	_____	Contractor
	_____	Subcontractor

This document is made a part of the Subcontract Agreement.

Subcontractor Invoicing Procedures

I. Conditions of Payment

A. Signed Subcontract Agreement

Please sign all originals of the Subcontract Agreement. Prior to commencing work, an authorized officer of the company must sign and have both copies witnessed, initial each exhibit and the "Terms and Conditions", and return them to our office for further processing. A fully executed copy will be returned for your files. Subcontractors must have returned a fully executed, unaltered subcontract agreement.

B. Certificate of Insurance

SubContractors must have submitted an approved and accepted Certificate of Insurance prior to commencing work and maintain required insurance coverages during all phases of construction.

C. Material Supplier Certification Form

The purpose of this form is for SubContractors to supply the general Contractor with a list of their major material vendors from which they intend to purchase materials for this project. This will assist the project accountant in tracking the necessary lien releases from our SubContractor's suppliers which are a requirement within this subcontract. This form is included in this manual.

D. Bond Forms

When required, Performance and Payment Bonds must be submitted and approved on forms furnished with Subcontract Agreement. In all cases, these bonds must be furnished and executed prior to commencement of work.

E. Schedule of Values

As required by the Project Manager, a Schedule of Value breakdown on our Continuation Sheet for SubContractors must be submitted and approved prior to submission of first invoice. A sample form indicating the required details will be furnished for your guidance. Note that this form must be utilized as a part of your monthly invoice submission. A Subcontractor Application and Approval for Payment is attached for your use in applying for payment. Make additional copies as needed. The form is available electronically and will be furnished upon request in an Excel format. Please contact our project accountant for assistance.

F. Lien Releases

Upon receipt of substantial completion, each Subcontractor is required to execute a final lien release before they will be able to collect final payment. The appropriate forms are attached for your convenience. These forms should be collected and submitted from your major material vendors which the Subcontractor is to provide on the certification form which is inclusive of this subcontract.

During the course of construction, lien release documentation is required from vendors and lower tier SubContractors with each monthly payment application. We have enclosed some for your reference but the required forms will be furnished to you at the appropriate time. You will be required to cooperate fully with the execution of these lien release documents or progress payments may be withheld until such time that they are received.

Any Subcontractor under joint payment arrangement with any material provider is required to coordinate and furnish lien release documentation as is explained in the joint payment agreement. Note that although this information is not included herein, should you at some future time be subjected to this arrangement, all joint payment agreement documentation is considered to be a part of this manual.

II. Invoicing Procedures

- A. Subcontractor invoices to be processed and included in our application for payment to the Owner must be in our office (or when required, the jobsite office) no later than the 20th of each month, or the first working day preceding the 20TH when weekends or holidays are involved. INVOICES NOT RECEIVED BY THIS DATE WILL NOT BE PROCESSED AND PAID UNTIL THE NEXT BILLING CYCLE TO THE OWNER.
- B. Invoices received in accordance with the guidelines presented above will be processed and paid from our Leesville office on or before the 30th of the following month provided payment has been received from the owner. Subcontractor acknowledges that this is a “pay-if-paid” clause, entailing that Contractor’s actual receipt of payment from Owner for Subcontractor’s work is a condition precedent to Contractor having any obligation whatsoever to make any payment to Subcontractor for its work, and that Subcontractor hereby is knowingly and voluntarily undertaking the risk of utter nonpayment by Owner to Contractor.
- C. Invoices must be submitted on our standard Subcontractor/Vendor Application and Approval for Payment form, along with lien releases signed and notarized with all fields completed.
- D. Negligence in preparing invoices will result in unnecessary delays of payments. Please note that copies of invoices for materials suitably stored on-site must accompany payment requests along with applicable insurance certificates and other documentation as required by the specifications. Invoicing of materials stored off the jobsite will not be accepted without prior written approval.



INTERIM LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

(TO BE PROVIDED BY _____ WITH EACH APPLICATION FOR PAYMENT)

STATE OF LOUISIANA
PARISH OF VERNON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY PAT WILLIAMS CONSTRUCTION, LLC TO FURNISH CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN _____ Louisiana _____ AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS OR PRIVILEGES IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MEATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID Contractor FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20 ____

MECHANIC/MATERIALMAN

COMPANY: _____
NAME: _____
TITLE: _____

SUSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF _____ ON THIS ____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____ (Seal)

THIS FORM MUST BE COMPLETED AND RETURNED WITH EACH APPLICATION FOR PAYMENT



**SECOND TIER Subcontractor/SUPPLIER INTERIM LIEN WAIVER AND
RELEASE UPON PROGRESS PAYMENT**

(TO BE PROVIDED BY _____ WITH EACH APPLICATION FOR PAYMENT)

STATE OF LOUISIANA

PARISH OF VERNON

PROJECT NAME: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY PAT WILLIAMS CONSTRUCTION, LLC TO FURNISH CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN _____ Louisiana _____ AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Upon the receipt of the sum of _____, the mechanic and/or materialman waives and releases all claims, demands, actions, causes of actions or other rights (except those concerning lien rights which are separately waived by the SubContractor’s Interim Lien Waiver and Release Upon Progress Payment form, which is executed concurrently with this form) against Contractor and Owner through the date of _____ and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said Subcontractor for said building or premises, and further excepting such items of work or unresolved claims or changes that have been properly presented and preserved in accordance with the Contract Documents and Subcontract Documents and are specifically enumerated in ATTACHMENT “1” to SubContractor’s Interim Claim Waiver.

Subcontractor affirms, warrants, and represents that the list attached hereto as “ATTACHMENT 2” and made a part hereof contains the names of all of the laborers, materialman, mechanics, manufacturers, suppliers, and SubContractors who have furnished services, labor, equipment, or materials, or any one of these items to the Subcontractor, and the Subcontractor further affirms, warrants, and represents (a) that all persons or entities listed on “ATTACHMENT 2” have been paid in full for all work performed and all materials, equipment, labor or services supplied to the Subcontractor for use at the Project through and including _____, excepting only any retained amounts or other amounts not yet due under the terms of payment specified in the respective sub-subcontract(s) or purchase order (s), which amounts, if any, Subcontractor warrants and agrees will be paid when such amounts becomes so due, and (b) that the Subcontractor is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as noted on “Attachment 3” attached hereto and made a part hereof.

Subcontractor further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the SubContractor’s work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against either the Contractor, the Owner, the Project, or any property, real and personal, related to the Project, except as specifically set forth in a separate Attachment appended hereto.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of the Waiver and Release in return for the payment recited above. Subcontractor further agrees to indemnify, hold harmless, and defend Contractor and/or Owner against any and all loss, claims, damages, costs or expenses, or any

nature whatsoever, including attorneys fees, arising out of any claims or demands resulting from any breach, default or failure of performance of or under any agreement, warranty or representation made by Subcontractor herein.

The undersigned understands that the failure to complete correctly or fully any of the blank space in this document shall not invalidate the document so long as the subject matter of this Waiver and Release may reasonably be determined.

Given under hand and seal this _____ day of _____, 20

MECHANIC/MATERIALMAN

(Second Tier/Supplier Name)

(Name)

(Title)

SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF
_____ ON THIS _____ DAY OF , 20____

Notary Public

My Commission Expires: _____ (Seal)

ATTACHMENT "1" IS IS NOT APPENDED (as noted above) [Check as Appropriate] [If no ATTACHMENT IS APPENDED, undersigned shall be deemed not to have reserved any rights or claims.]

THIS FORM MUST BE COMPLETED AND RETURNED WITH EACH APPLICATION FOR PAYMENT.

ATTACHMENT 1 TO**INTERIM CLAIM WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Dated _____, 20 ____

LIST AND ENUMERATE BELOW ANY SPECIFIC PENDING OR UNRESOLVED CHANGE ORDER REQUEST OR PROPOSALS, CCDS, CLAIMS OR OTHER ITEMS OR WORK PERFORMED PRIOR TO DATE STATED IN THE INTERIM CLAIM WAIVER AND RELEASE FOR WHICH PAYMENT HAS NOT YET BEEN REQUESTED. **[UNLESS SPECIFICALLY IDENTIFIED BELOW, Subcontractor ACKNOWLEDGES THAT THE ATTACHED AND REFERENCED INTERIM CLAIM WAIVER AND RELEASE SHALL APPLY TO ANY AND ALL RIGHTS AND CLAIMS OR TO OTHER RIGHTS TO PAYMENT, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND OTHER RIGHTS THROUGH THE DATE STATED THEREIN CONCERNING ANY AND ALL WORK PERFORMED, MATERIALS, OR SERVICES PROVIDED AND/OR COST INCURRED RELATIVE TO THE PROJECT].**

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THIS FORM MUST BE COMPLETED AND RETURNED WITH EACH APPLICATION FOR PAYMENT.

ATTACHMENT 2 TO

INTERIM CLAIM WAIVER AND RELEASE UPON PROGRESS PAYMENT

List of All Second Tier SubContractors, Suppliers, Materialman, Laborers, Mechanics, and Manufacturers Providing Goods or Services to Subcontractor **THAT HAVE BEEN PAID** in connection with the Project

ITEM	NAME	GOOD/SERVICE	AMT PAID

THIS FORM MUST BE COMPLETED AND RETURNED WITH EACH APPLICATION FOR PAYMENT



FINAL UNCONDITIONAL LIEN WAIVER AND RELEASE UPON FINAL PAYMENT

(TO BE PROVIDED BY _____ AT THE TIME OF FINAL PAYMENT)

STATE OF LOUISIANA
PARISH OF VERNON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY PAT WILLIAMS CONSTRUCTION, LLC TO FURNISH CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN _____, Louisiana _____ AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID Contractor FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 20_____

MECHANIC/MATERIALMAN

COMPANY: _____

NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF _____ ON THIS _____ DAY OF _____, 20_____

Notary Public

My Commission Expires:

(Seal)

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE FINAL APPLICATION FOR PAYMENT.

**SECOND TIER Subcontractor/SUPPLIER FINAL UNCONDITIONAL CLAIM
WAIVER AND RELEASE UPON FINAL PAYMENT**

(TO BE PROVIDED BY _____ AT THE TIME OF FINAL PAYMENT)

STATE OF LOUISIANA PARISH OF VERNON

PROJECT NAME: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY PAT WILLIAMS CONSTRUCTION, LLC TO FURNISH CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ WHICH IS LOCATED IN _____, Louisiana _____ AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Upon the receipt of the sum of _____, Subcontractor represents that it has been paid in full for all labor, services, equipment and material furnished to the Project, and Subcontractor hereby waives and releases any and all claim, demands, actions, causes of action or other rights against the Contractor and the Owner, at law, in contract, tort, equity or otherwise (except those concerning lien or bond rights which is executed concurrently with this form), which Subcontractor has, may have had or may have in the future arising out of SubContractor's performance of work on the Project, excepting only such unresolved or unsettled claims that have been properly presented and preserved in accordance with the Contract Documents and Subcontract Documents and reserved and excepted from previously submitted Waivers and Releases of lien or claim as required and indicated therein and are specifically enumerated in ATTACHMENT "1" hereto.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Subcontractor at the time of execution of this Waiver and Release; except only those relating to such unresolved or unsettled claims presented and preserved as prescribed in the previous paragraph hereof.

The Subcontractor further represents that, except as hereinafter set forth and provided, all of its obligation, legal, equitable, or otherwise, relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to: Employees, laborers, materialmen and SubContractors employed by the Subcontractor; Labor, materials, equipment and supplies furnished by others to the Subcontractor; and Sales and use taxes, social security taxes, income tax withholding, unemployment insurance, privileges taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

The only exception to this representation are any obligations to make payment to any particular Subcontractor or suppliers that have not yet become due under the terms of the respective subcontract(s) or purchase order(s), which amounts, if any, Contractor warrants and agrees will be paid when such amounts become due.

This Waiver and Release is freely and voluntarily given, and the Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release and that it is fully informed with respect to the legal

effect of the Waiver and Release. The Subcontractor understands, agrees and acknowledges that, upon payment, this document waives rights unconditionally and is fully enforceable to extinguish all claims (except those concerning lien or bond rights which are separately waived by the SubContractor's final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form) of the Subcontractor, excepting only those rights and entitlements relating to any unresolved or unsettled claims expressly and specifically reserved as set forth above. Subcontractor agrees to indemnify, hold harmless and defend Owner and/or Contractor against any and all loss, claims, damages, cost or expenses, or any nature whatsoever (except those relating to lien or bond rights which are separately waived by the SubContractor's Final, Unconditional Lien Waiver and Release Upon Final Payment form, which is executed concurrently with this form), including attorneys' fees, arising out of any claims or demands made by any of its employers, laborers, materialman, SubContractors and consultants, or any tier for materials, service, equipment and labor supplies to the Project, but only to the extent resulting from any breach, default or failure of performance of or under any agreement, warranty or representation made by Subcontractor herein.

The Subcontractor understands that the failure to complete correctly any of the blank spaces in this document shall not invalidate the document so long as the subject matter of this Waiver and Release may be reasonable determined.

Given under hand and seal this day of _____, 20__

(Second Tier/Supplier Name)

(Name)

(Title)

SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF _____
ON THIS _____ DAY OF _____, 20__

Notary Public

My Commission Expires:

(Seal)

ATTACHMENT "1" is or is not APPENDED (as noted above) [Check as Appropriate] [If no ATTACHMENT IS APPENDED, undersigned shall be deemed not to have reserved any rights or claims.]

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ATTACHMENT 1 TO

FINAL CLAIM WAIVER AND RELEASE UPON FINAL PAYMENT

Dated _____, 20____

LIST AND ENUMERATED BELOW ANY SPECIFIC PENDING OR UNRESOLVED CHANGE ORDER REQUEST OR PROPOSALS, CCDS, CLAIMS OR OTHER ITEMS OF WORK PERFORMED PRIOR TO DATE STATED IN THE FINAL CLAIM WAIVER AND RELEASE FOR WHICH PAYMENT HAS NOT YET BEEN REQUESTED. **[UNLESS SPECIFICALLY IDENTIFIED BELOW, Subcontractor ACKNOWLEDGES THAT THE ATTACHED AND REFERENCED FINAL CLAIM WAIVER AND RELEASE SHALL APPLY TO ANY AND ALL RIGHTS AND CLAIMS OR TO OTHER RIGHTS TO PAYMENT, CLAIMS, DEMANDS ACTIONS, CAUSES OF ACTION, AND OTHER RIGHTS THROUGH THE DATE STATED THEREIN CONCERNING ANY AND ALL WORK PERFORMED, MATERIALS, OR SERVICES PROVIDED AND/OR COST INCURRED RELATIVE TO THE PROJECT.]**

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