



Golden State Water Company

A Subsidiary of American States Water Company

APPLICATION FOR PAYMENT - INVOICING INSTRUCTIONS

- All applications for payment/invoices shall be submitted to **Golden State Water Company, Attn: Accounts Payable, 630 E. Foothill Blvd., San Dimas, CA 91773 or ap@gswater.com.** Invoices must clearly reference the correct GSWC Contract Number and Work Order Number as applicable. **Invoices not containing this information may be rejected for clarification.**

EJCDC/Individual Contract Invoicing:

- For Progress Payment Request Invoices: Each Progress Payment Invoice also needs to be identified with a sequential number (e.g., Progress Payment Invoice No. 1, No. 2, etc.) and specify the month(s) of completed services (e.g., February, 2014).
- Each invoice should include an invoicing history: Original Contract Value, Current Contract Value, Previously Billed Amount, Amount Paid To Date Value, Current Net Invoice Amount (Gross minus Retention should be clearly indicated), Remaining contract balance (uncompleted work). Please see attached sample for acceptable format.
- **For contracts where Preliminary Notices have been submitted by subcontractors/material suppliers/vendors:** Unconditional Progress Releases (#2s) for the previous month's billing and Conditional Progress Releases (#1s) for the current month's billing must be attached for each filed preliminary notice. Even if there is no billing from a subcontractor/supplier/subconsultant/vendor for the month in question, a \$0 Unconditional Progress thru the end of the previous month waiving payment liability and a Conditional Progress for \$0 (reflecting no billing activity) for the current month's release must be attached.
- Retention Invoices should not be submitted until requested by the GSWC Project Manager to submit an invoice for retention release. Retention will not be released until all Unconditional Final Releases from each subcontractor and material supplier are received by GSWC, and work is confirmed as complete and accepted by GSWC Operations and/or Capital Program personnel.
- **Please use the attached releases #1-#4. (Please note new CA language effective 7-1-12).**

Master Services Agreement (MSA) Invoicing:

- MSA Invoices must be accurate, properly reflecting contracted hourly rates according to the Fee Schedule/Rate Sheet attached to the contract (e.g., 2 men x 8 hours x \$xx/hr. = \$). Task Orders, signed by a representative of GSWC and your company's representative, must be attached to the MSA Invoice.
- Materials must match listed rate sheet (where applicable), or include documentation to support mark-up charge (material receipts).



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions	
				1. ORIGINAL CONTRACT PRICE..... \$ _____
				2. Net change by Change Orders..... \$ _____
				3. Current Contract Price (Line 1 ± 2)..... \$ _____
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____
				5. RETAINAGE:
				a. X _____ Work Completed..... \$ _____
				b. X _____ Stored Material..... \$ _____
				c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
				8. AMOUNT DUE THIS APPLICATION..... \$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date) _____
(Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number:					
Application Period:						Application Date:					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
Totals											

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
CALIFORNIA CIVIL CODE SECTION 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.

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

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 materials 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.

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
CALIFORNIA CIVIL CODE SECTION 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.

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

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.

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT
CALIFORNIA CIVIL CODE SECTION 8136**

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.

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

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:

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

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT
CALIFORNIA CIVIL CODE SECTION 8138**

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.

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

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 the following:

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

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____