

**INVOICE AND LIEN RELEASE INSTRUCTION**  
(Supplemental Information Covering Article 26 of the Subcontract General Terms)

A. FOR EACH MONTHLY INVOICE

1. Use **DBAC, Inc.** "Subcontractor's Invoice" form DC-104. A conditional upon progress payment release form #1 MUST accompany the invoice. Any #1 release form will be accepted, as long as the wording meets the California Civil Code Section 3262 (d) (1) verbatim. The date to be used on these forms MUST be the last day of the month (i.e. February 28, April 30, July 31 etc.) and the release must have an original signature.

All invoices shall be submitted to **DBAC, Inc.** on or before the 20<sup>th</sup> day of the calendar month in which the work was performed. This invoice should include the percent of work estimated to be complete through the last day of the month.

All invoices are to include the original contract amount plus the aggregate amount of all signed and previously returned **DBAC Inc.** issued change orders, if any.

2. Before payment can be made, properly executed releases from each of your suppliers or subcontractors who have filed a California Preliminary Notice, delivered material to the jobsite, or performed work at the jobsite must be sent to our accounting department. These releases must include the same date as the invoice being submitted by your firm, which must be the last day of the month. Faxed copies are acceptable and should be followed up with the original release.

If a conditional release is submitted by any of your suppliers or subcontractors, it must contain a specific dollar amount, as a joint check will be issued to you in that same amount.

References to invoice dates, invoice numbers, purchase orders, etc. on either conditional or unconditional release from your suppliers and subcontractors are not necessary and are conditions over which **DBAC, Inc.** has no control.

B. WHEN YOUR SUPPLIER HAS COMPLETED DELIVERY OF MATERIAL OR YOUR SUBCONTRACTOR'S WORK IS COMPLETE.

Submit a properly executed "Conditional Waiver and Release Upon Final Payment" or "Unconditional Waiver and Release Upon Final Payment". Both of these releases indicate that all work is complete on this project. However, if a conditional release is received it will not constitute a full release of all claims of lien until such time as a final release is submitted to **DBAC, Inc.** and a joint check issued. Upon receipt of either of these final release forms, we will no longer require further releases from that specific supplier or subcontractor unless they perform additional services to the project. If additional services are provided by the supplier after they have submitted a final release form, they must file a new 20 preliminary notice.

C. PROJECT COMPLETION

Your final 100% billing, including all approved change orders, is to be submitted to **DBAC, Inc.** prior to submitting your retention billing.

Retention is due per Article 26(d) of the General Terms and upon acceptance of the project by the Owner. Your retention billing should be prepared and submitted to **DBAC, Inc.** with a conditional upon final release attached in the amount of the final 10% retention.

PLEASE NOTE:

1. Enclosed is an initial supply of **DBAC, Inc.** invoice and release forms for your use. You may make additional copies of these forms if needed. The **DBAC, Inc.** invoice form DC-104 is the only invoice form that will be accepted. Your monthly release should also be on the **DBAC, Inc.** form but is not required. Your supplier releases need not be on the **DBAC, Inc.** form as long as the form used conforms verbatim to the California Civil Code Section 3262.

2. Each form is to be fully completed and signed by an authorized individual of the firm involved. Only original signatures will be accepted. All invoices, releases, etc. are to be sent to the **DBAC, Inc.** general offices.

3. No payments will be made until:

-all required releases, properly executed, are received by **DBAC, Inc.**

-your signed contract is on file with **DBAC, Inc.;** and

-a Certificate of Insurance showing that you have met the necessary insurance requirements is on file at **DBAC, Inc.**

4. Invoices must not include charges for extra work unless a signed change order issued by **DBAC Inc.** is on file at our offices.

**(Revised 9/24/08)**