



BILLING POLICY

v. 01.01.21

If you have a subcontract, please refer to the Billing/Payment Terms as indicated in your subcontract. If you don't have a subcontract, please read the instructions indicated below.

The following requirements (1 through 4) must be met by the Subcontractor/Supplier when submitting an invoice for payment to Groza Construction. Late, incomplete, or inaccurate submittals will more than likely delay payment to the Subcontractor/Supplier for one month. Please use the following list as a checklist when submitting an invoice:

1. Invoices accompanied by a conditional lien waiver must arrive at Groza Construction's main office, either by mail (883 Abrego St, Monterey, CA 93940), email (office@grozaconstruction.com), or by hand by 5pm on the first day of the month. If the 1st of the month falls on a weekend then the invoice is due the Monday immediately following the weekend. This is a hard cut-off so if you miss this deadline you will need to wait an additional month to get paid.
2. If applicable, progress invoices must accurately reflect the project and percent complete through the end of the month being invoiced.
3. If the Subcontractor/Supplier has made previous arrangements with Groza Construction for advanced deposits, then the request must be submitted as a standalone invoice and clearly marked as an "advanced deposit request". It also must comply with all of the other requirements listed here.
4. If Groza Construction mails an unconditional lien waiver with the payment, then the Subcontractor/Supplier agrees to sign and return the unconditional lien waiver as quickly as possible.

Monthly billing will be for that portion of the work properly allocable to completed work. **Payments will be disbursed by Groza Construction within 5 business days of receipt from Owner.**

If the Owner or other responsible party delays making payment to Groza Construction from which payment to Subcontractor/Supplier is to be made, Groza Construction and its sureties shall have a reasonable time to make payment to Subcontractor/Supplier. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Groza Construction, Groza Construction sureties, and Subcontractor/Supplier require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics lien remedies.

If the Subcontractor/Supplier asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Groza Construction will present the Subcontractor's/Supplier's claim to the Owner or other responsible party. The Subcontractor/Supplier shall cooperate fully with Groza Construction in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Groza Construction for all expense, including legal expense, incurred by Groza Construction which arise out of Groza Construction's submission of Subcontractor's/Supplier's claim to Owner or other responsible party. Subcontractor/Supplier shall be bound by any adjudication or award in any action or proceeding resolving such a claim.