

## Attachment 'E' Billing Procedures

1. **PROGRESS PAYMENTS:** All billings for work performed during the period of the 1st day of the month to the last day of the same month shall be made by the:

25<sup>th</sup> of the current month

20<sup>th</sup> of the current month

If the above due date falls on a weekend or holiday, payment applications/invoices are due the Friday prior at 5:00 p.m. Payment applications/invoices received after the due date will not be processed until the following month. Original invoices shall be mailed to our main office and copies faxed to (559) 651-5015 or emailed to melissa@bjpcconstruction.com.

2. **SCHEDULE OF VALUES:**

2.1. Payment applications/invoices shall include a Schedule of Values with a moderate level of detail, acceptable to the BJPC, to allow a fair and reasonable estimate to be made of the value of work installed. The price breakdown shall be sufficiently detailed and based on actual work tasks to permit its use by BJPC as one of the bases for evaluating requests for payments.

2.2. A Line Item titled "Close-out" is to be included and carry a value of 5% of the subcontract amount. A Line Item titled "Record Document" is to be included and carry a value of 5% of the subcontract amount. Subcontractor is to submit proposed format for BJPC acceptance no later than one month prior to first Progress Payment Request.

3. **RETENTION:** Absent any applicable provisions in the Prime Contract which are otherwise controlling, an amount equivalent to ten percent (10%) of the amount shown to be due the Subcontractor on each estimate shall be withheld from the progress of the work. The Subcontractor's percent of retention will be reduced equivalent to any reduction received by the Contractor from the Owner.

Prime Contract Retention percentage for this job is:  Ten Percent (10%)  Five Percent (5%)

4. **CHANGE ORDERS:** Changes need prior written approval from the Project Manager in the form of a written BJ Perch Construction, Inc. Change Order. The progress bill should include amounts for approved (written) Change Orders only with reference to the Change Order numbers

5. **LIEN RELEASE:** The following lien releases will be required:

5.1. "Conditional Waiver and Release Upon Progress Payment" in a format approved by BJPC, is to be submitted with each progress payment request except for the final request

5.2. "Unconditional Waiver and Release Upon Progress Payment" in a format approved by BJPC, is to be submitted after receipt of each progress payment except for the final payment.

5.3. "Conditional Waiver and Release Upon Final Payment" in a format approved by BJPC, are to be submitted with the final payment request.

5.4. "Unconditional Waiver and Release Upon Final Payment" in a format approved by BJPC, is to be submitted upon receipt of final payment.

5.5. Prior to release of final payment to Subcontractor, "Unconditional Waiver and Release Upon Final Payment" lien release must be submitted for all sub-subcontractors and suppliers.

Job Name  
Job Location  
BJPC Job No.

6. INSURANCE AND BONDS: Payments cannot be made to Subcontractor unless properly executed Insurance Certificate, and Payment and Performance Bonds (if applicable) have been submitted and approved by BJ Perch Construction, Inc. and have been kept current and in good standing.
7. STORED MATERIALS: Payment of stored materials will be considered on an individual basis and is subject to Owner's approval. Payment for materials not stored at the jobsite will be considered if request is accompanied by evidence of insurance and bonding. Furnish copies of shipping tags for stored materials as back up to the amount of your request. BJ Perch Construction, Inc. may choose to inspect the stored materials as a payment review step. The Subcontractor will be reimbursed for the value of the stored material only with no profit mark-up. The Owner is paying for an installed product and therefore will only recognize profit once the material is installed.