

Progress Billing and Payment Procedures

The following procedures are required by Contractor to process Subcontractor's billing for payment on the Subcontract Agreement. Submit the billings in the format and according to the procedures described herein so Contractor can get Subcontract payment to Subcontractor in accordance with the terms of the Subcontract Agreement. If there are any questions regarding the information requested, please call Contractor's Accounts Payable Department at (360)757-2373.

1. BILLING PACKAGE The billing for work performed under this Subcontract Agreement shall be submitted on the following forms, which are included herein, and when combined are called the **Billing Package**. Subcontractor may submit its internal billing forms as an attachment to the **Billing Package**. However, Contractor does not require them.

1.1 Application for Payment

1.2 Schedule of Values

1.3 Interim Waiver and Lien Release

1.4 If applicable, Interim Waiver and Lien Releases from Subcontractor's sub-tier contractors, rental equipment suppliers and material suppliers.

2. BILLING DEADLINE Submit the billing package via **EMAIL** to Contractor's Accounts Payable Department at ap@tricompanies.com (*Mailed invoices slow down the process.*) Invoices shall be received by Contractor by 5:00PM on the 25th day of the month.

3. APPLICATION FOR PAYMENT

3.1 The first Application for Payment shall be Application for Payment No. 1, the second No. 2, and so forth.

3.2 The period ending shall be the last day of the month such as June 30th or July 31st.

3.3 The Change Order amount shall equal the sum of all Change Orders issued and approved by Contractor. Do not include Change Orders that have not been approved.

3.4 Be sure that the form is sign and dated

4 SCHEDULE OF VALUE

4.1 The Schedule of Values shall include a detailed breakdown of the Exhibit D – Contract Amount, including, but not limited to, areas and phases of work, labor, materials, and equipment.

4.2 The amount billed for each line shall either be what is complete at the time of the billing or an amount projected to be complete through the end of the month.

4.3 Do not adjust the contract items on the schedule of values for Change Orders. Each approved Change Order shall be listed as a new item.

4.4 The Subcontract Number shall accompany each application for payment.

4.5 Schedule of Values shall be approved by Contractor's Project Manager prior to first billing.

EXHIBIT E
Progress Billing and Payment Procedures

5 INTERIM WAIVER AND LIEN RELEASE FROM SUBCONTRACTORS

5.1 The Interim Waiver and Lien Release shall accompany each billing.

5.2 The Conditional Waiver and Release shall match the net payment that will be made to Subcontractor for the month. This will match Item 8 on the Application for Payment form.

5.3 The Unconditional Waiver and Lien Release shall match the total of all amounts previously paid to Subcontractor on the contract.

5.4 If the Application for Payment is adjusted through the review process, Subcontractor will be required to submit a new Interim Waiver and Lien Release.

5.5 Subcontractor's corporate officer shall sign and date the Release.

6 IF APPLICABLE, INTERIM WAIVER AND LIEN RELEASES FROM SUBCONTRACTOR'S SUB-TIER SUBCONTRACTORS, RENTAL EQUIPMENT SUPPLIERS, AND MATERIAL SUPPLIERS.

6.1 Contractor will be requesting lien releases from Subcontractor's service, equipment, and material suppliers if they file prelien notices on the Project.

6.2 The Interim Waiver and Lien Release for Service, Equipment, and Material Supplier must accompany each billing until the supplier is paid in full.

6.3 The Conditional Waiver and Release shall match the net payment that will be made to Subcontractor's supplier for the month.

6.4 The Unconditional Waiver and Lien Release shall match the total of all amounts previously paid by Subcontractor on their contract.

6.5 Subcontractor's application for payment will not be processed by Contractor until the waivers from Subcontractor's sub-tier subcontractors, rental equipment, and material suppliers are received.

Progress Billing and Payment Procedures



APPLICATION FOR PAYMENT

(Due to TRICO's Accounts Payable email ap@tricocompanies.com by the 25th of each month, projecting work through month end)

TO: TRICO Companies LLC

 15066 Josh Wilson Road
 Burlington, WA 98233

FROM: whom

Remit Address:

TRICO JOB NAME: _____

DATE: _____

TRICO PO OR SUBCONTRACT #: _____

We hereby submit our Application for Payment No. _____ for Contract work performed on the above project through the period ending _____, 20____.

		TRICO ADJUSTMENTS MADE DO NOT WRITE IN THIS SPACE
1. Original Contract Amount		
2. Change Orders Approved to Date		
3. Total Contract and Change Orders Approved to Date		
4. Value of Work Completed to Date (a)		
5. Less _____	< >	
6. Net Total Billing Less Retention (line 4 less line 5)		
7. Less Previous Billings (including those unpaid)	< >	
8. Current Payment Due (b)		

(a) From Schedule of Values

(b) Lien Release Required for this Amount

Progress Billing and Payment Procedures

REQUEST FOR PAYMENT DETAIL

Please Reference Exhibit D – Contract Amount

Contract Item #	Cost Code	Type	Description	Unit Qty	U/M	Price	Contract Amount	% Complete	Completed To Date	Previously Completed Work	Amount Billed This Period

Totals							\$	%	\$	\$	\$
---------------	--	--	--	--	--	--	----	---	----	----	----

**INTERIM WAIVER AND LIEN RELEASE FROM
SUBCONTRACTOR**

FROM

(name of firm giving release)

(business address)

(city, state, zip)

(contact person)

(contact telephone)

CONDITIONAL WAIVER AND RELEASE

Upon receipt of a check from

_____ in the
sum of
\$_____ for
labor, services, equipment, materials furnished on the above
referenced project and when the check has been properly
endorsed and has been paid by the bank upon which it is
drawn, this document shall be effective to release any and all
claims and rights of lien and/or all claims or rights of claims of
any nature whatsoever which the undersigned has on the
above referenced project, through
_____ (date) only and does not
cover retention or items furnished after that date.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF
THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE
AND CORRECT STATEMENT.

Signature:

(authorized corporate officer/partner/owner)

(title)

Dated this ____ day of _____, 20__ at

(city and state)

PROJECT

(project name)

(project address)

(city, state, zip)

(contract / job number)

UNCONDITIONAL WAIVER AND RELEASE

The undersigned does hereby acknowledge that the
undersigned has been paid and has received progress
payment in the sum of (total paid to date)
\$_____ for
labor, services, equipment, materials furnished on the above
referenced project and does hereby release any and all claims
and rights of lien which the undersigned has on the above
referenced project, of any nature whatsoever. The release
covers all payment for labor, services, equipment, materials
furnished and/or claims to the above referenced project
through _____ (date) only and does
not cover retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF
THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE
AND CORRECT STATEMENT.

Signature:

(authorized corporate officer/partner/owner)

(title)

Dated this ____ day of _____, 20__ at

(city and state)

INTERIM WAIVER AND LIEN RELEASE

FROM SUBCONTRACTOR's sub-tier subcontractors, rental equipment suppliers, and material suppliers.

FROM

(name of firm giving release)

(business address)

(city, state, zip)

(contact person)

(contact telephone)

CONDITIONAL WAIVER AND RELEASE

Upon receipt of a check from

_____ in the sum of

\$_____ for labor, services, equipment, materials furnished on the above referenced project and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall be effective to release any and all claims and rights of lien and/or all claims or rights of claims of any nature whatsoever which the undersigned has on the above referenced project, through

_____ (date) only and does not cover retention or items furnished after that date.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

(authorized corporate officer/partner/owner)

(title)

Dated this _____ day of _____, 20____ at

(city and state)

PROJECT

(project name)

(project address)

(city, state, zip)

(contract / job number)

UNCONDITIONAL WAIVER AND RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payment in the sum of (total paid to date) \$_____ for labor, services, equipment, materials furnished on the above referenced project and does hereby release any and all claims and rights of lien which the undersigned has on the above referenced project, of any nature whatsoever. The release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced project through _____ (date) only and does not cover retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

(authorized corporate officer/partner/owner)

(title)

Dated this _____ day of _____, 20____ at

(city and state)