

Job Name
Job Location
HMH Job No.

ATTACHMENT “E” BILLING PROCEDURES

A. Progress Payments

All billings for work performed during a calendar month shall be made on Harbison-Mahony-Higgins Builders, Inc.’s (HMH) standard “Progress Billing” form and be accompanied with the appropriate lien release. The billing shall be in HMH’s office no later than the 20th of the month or the last working day prior to the 20th unless an earlier date is specified elsewhere. **NO OTHER FORM OF PAYMENT REQUEST WILL BE ACCEPTED.** Payment requests received after the due date will be processed the following month. (See also Terms and Conditions Section 6(c).)

B. Lien Release

The following lien releases will be required:

- a. “Conditional Waiver and Release Upon Progress Payment” form is to be submitted with each progress payment request except for the final request.
- b. “Unconditional Waiver and Release Upon Progress Payment” form attached is to be submitted after receipt of each progress payment except for the final payment.
- c. “Conditional Waiver and Release Upon Final Payment” form and “Guarantee and Warranty” form attached are to be submitted with the final payment request.
- d. “Unconditional Waiver and Release Upon Final Payment” form attached is to be submitted upon receipt of final payment.

NOTE: Prior to release of any progress payment or final payment to Subcontractor, “Unconditional Waiver and Release Upon Final Payment” or “Unconditional Waiver and Release Upon Final Payment” lien release forms must be submitted for all sub-subcontractors and suppliers who have filed preliminary notices.

C. Retention

There will be 10% retention of gross billings withheld during the progress of the work. Upon completion and acceptance of the work, including all close-out documents, retention can be released.

D. Contract Cost Breakdown

A “Subcontract Schedule of Values” (AIA G703, attached, or HMH Builders’ accepted facsimile) is to be filled out and returned to HMH Builders with the signed agreement. A copy of this schedule, with additions and modifications to reflect changes to the scope of work must be submitted with each progress billing. The schedule is to clearly break down each work activity, by floor, which will be performing on this project.

E. Insurance and Bonds

Payments cannot be made to Subcontractor unless properly executed Insurance Certificate, and Payment and Performance Bonds (if applicable) have been submitted on HMH Builders’ standard forms and have been kept current and in good standing. (See Attachment “A” of the

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Subcontract Agreement and also Terms and Conditions Sections 6, 8 and 9.)

F. 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, for materials totaling \$100,000 and above in value or a Bill of Sale for those materials valued under \$100,000. Furnish copies of shipping tags for stored materials as back up to the amount of your request. HMH may choose to inspect the stored materials as a payment review step. (See also Terms and Conditions Section 6(e).)

G. Mailing Address

Please send all "Progress Payment Requests", lien releases and related backup to:

Harbison-Mahony-Higgins Builders, Inc.
15 Business Park Way, Suite 101
Sacramento, CA 95828
Phone: 916-383-4825
Fax: 916-388-9194

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GUARANTEE FORM

PROJECT:

LOCATION:

GUARANTEE FOR: _____

WE HEREBY GUARANTEE THE _____ which we have installed in the above project for a period of ____ Year(s) from date of acceptance of the whole work of the Contract, in accordance with the Guarantee required in the Specifications. We agree to satisfactorily repair or replace any or all work and equipment that may prove defective in workmanship or materials within the guarantee period, and any damage resulting to other work because of such defects, together with any other work which may be displaced or damaged in so doing, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of our failure to comply with the above mentioned conditions, and of failure to complete all such corrective work within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the said Owner to proceed to have the defects repaired and made good at our expense and will honor and pay the costs and charges therefore on demand.

Signed: _____
Signature of Prime Contractor

Harbison-Mahony-Higgins Builders, Inc.

Countersigned: _____
Signature of Subcontractor

Name of Subcontractor

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CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT: **Name**
Address
Job #

TO: **Harbison-Mahony-Higgins Builders, Inc.**

Upon receipt by the undersigned of a check from **HMH** in the sum of \$ _____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located _____ to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to **HMH** through _____ only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company Name: _____

By: _____

Title: _____

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(1) as of January 1, 1994.

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UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT:

OWNER:

The undersigned has been paid and has received a progress payment in the sum of for labor, services, equipment or material furnished to **HARBISON-MAHONY-HIGGINS BUILDERS, INC.**, General Contractors, on the job of (_____) and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to HARBISON-MAHONY-HIGGINS, INC., General Contractors, through only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

<u>Change Order No.</u>	<u>Date Executed</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____

Dated: _____

Company: _____

By: _____

Title: _____

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. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

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CONDITIONAL WAIVER AND RELEASE UPON

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FINAL PAYMENT

PROJECT:

TO: **Harbison-Mahony-Higgins Builders Inc.**

Upon receipt by the undersigned of a check from HMH in the sum of \$ payable to and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of .

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ -0-. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____

Company Name: _____

By: _____

Title: _____

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**UNCONDITIONAL WAIVER AND RELEASE UPON
FINAL PAYMENT**

PROJECT:

OWNER:

The undersigned has been paid in full for all labor, services, equipment or materials furnished to **HARBISON-MAHONY-HIGGINS BUILDERS, INC.**, General Contractors on the job of (_____) and does hereby waive and release any right to a mechanic's lien, stop notice or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

Dated:

Company: _____

By: _____

Title: _____

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. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

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PRELIMINARY LIEN INFORMATION

Owner: [OWNER NAME]
[ADDRESS]
[PHONE]
[FAX]

Lender: [OWNER NAME, IF APPLICABLE]
[ADDRESS]
[PHONE]
[FAX]

Contractor: HARBISON-MAHONY-HIGGINS BUILDERS INC.
15 BUSINESS PARK WAY, SUITE 101
SACRAMENTO, CA 95828
PHONE: (916) 383-4825
FAX: (916) 383-6014

