BNBuilders is using GCPay.com to process all your monthly pay applications. GCPay.com is a web based program that will make your monthly pay applications more efficient. All payment applications will be submitted in this program.

There is no charge to you the subcontractor for using GCPay.com.

We will notify you via email, via GCPAY.com to register your company at the following link http://www.gcpay.com at GCpay.com and following your registration you will have access to the project information. If you have already registered for GCpay.com, we will notify you via email via GCPAY.com that the project information is accessible to you.

Once registered, you will be processing the following items in GCPay.com:

- **Schedule of Values.** We will provide you with the total amount of the contract and you will submit line item details of that amount for review and approval by our BNB project managers, the SOV must be submitted 10 days after contract award to GCpay.com, before the first application for payment can be submitted. The line items can be keyed in manually or you can upload an Excel spreadsheet.

- **Change Orders.** Approved change orders will be added to your Schedule of Values as a separate line item throughout the project. Your pay applications will include these approved change orders. You will not be able to bill for any unapproved change orders.

- **Compliance Documentation.** You will have access to a list of required compliance items and you will provide compliance documentation to us via document upload or email. If a compliance item is due to expire, you will be notified via email 30 days prior to expiration, please email your Project Accountant if you have any questions regarding documentation.

- **Applications for Payment.** You will submit pay applications to us on a monthly basis, see page 2 of attachment B for billing deadlines and GCpay.com will notify you via email one week in advance of the deadline for submitting your billing.

- **Lien Waivers.** You will be provided with BNB’s lien waivers appropriate times throughout the project. These will be emailed to you via GCpay.com and you also will have access to all lien waivers in GCPay.com.

If you have any questions regarding any of the BNBuilders billing information requested or required, please note in the subject line the following, BNBuilders Job#, BNB Job NAME, subject- (ex. 117010.200, Spruce Elem – Construction-Waiver), and please send your email to:

   SubaccountingWA@bnbuilders.com

If you are having technical or functional issues with GCPay.com, please contact GCPay.com for 24/7/365 support via (877) 447-2584 or info@gcpay.com
BILLING DEADLINES
- Please submit your Progress Billing to BNB Builders by the 20th of the month, unless otherwise stipulated. This ensures that we can submit our payment request to the Owner by the 25th of the month.
- Subcontractor to submit Schedule of Values for review and approval via GCPay.com, 10 days after award of subcontract and prior to submitting the first application of payment for approval by our BNB Project Manager.

BILLING DOCUMENTS
- Subcontractor Payment Application
- Conditional Waiver & Release Upon Progress Payment
- Affidavit of Subcontractor as well as Unconditional Progress Releases (Our Form) from your 2nd tier for the previous month.

PERFORMANCE AND PAYMENT BONDS
- If a Subcontractor Payment and Performance Bond is executed on this project per Attachment H, the affidavit information is not required to be submitted. In addition, Sub-tier Lien Releases will not be required.
- BNB Builders reserves the right to request the affidavit and Sub tier Lien Release information if the need arises.
- If a Payment and Performance Bond are not being provided, the Subcontractor shall provide all affidavit and Sub tier Lien Release information as outlined herein.

FINAL BILLING/RETENTION DOCUMENTS
- Subcontractor Payment Application
- Conditional Waiver & Release Upon Final Payment
- Affidavit of Subcontractor as well as 2nd Tier Unconditional Final Releases (Our Form)
  - Or
- Conditional Final Release (Our Form) from 2nd tier. We will release all but what is owed the 2nd tier. Once we have received the Unconditional Final Release from the 2nd tier, we will release remaining amount due.
- We can Joint Check the final amount due the 2nd tier. We will need our Conditional Final Release and our Joint Check Agreement. Contact either Victoria or Jean for the Agreement Form.

CAUSES FOR DELAY OF PAYMENT
- Unexecuted Contract Documents
- Expired or Non-Compliant Insurance
- Incomplete Billing Requirements

NOTE – BNB Builders reserves the right to require joint check agreements with any or all of Subcontractor's sub-tier Contractors, Suppliers, Unions, Trusts, Labor and Industries and other Creditors at BNB Builders sole discretion. Subcontractor agrees to execute joint check agreements as required by BNB Builders.

ALL DOCUMENTS CAN BE FOUND AND WILL BE SUBMITTED VIA GCPay.com
Subcontractor Payment Application

BNBuilders, Inc.
2601 4th Ave., Suite 350
Seattle, WA 98121

From: ___________________________ Date: ___________________________

Project Name: ___________________________
Application No.: ___________________________

Phone: ___________________________
Fax: ___________________________
Email: ___________________________

BNB Job No.: ___________________________
Contractor License No.: ___________________________

Contract Summary:
1. Original Contract Amount $_________________________
2. Approved Subcontract Changes $_________________________
3. Total Revised Subcontract Amount (Line 1 + Line 2) $_________________________

Payment Application Summary:

Type of Work:

This payment covers the time period from ___________________________ to ___________________________

4. Value of Work Competed to Date $_________________________
5. Value of Stored Materials $_________________________
6. Total Completed and Stored to Date (Line 4 + Line 5) $_________________________
7. Less Retainage to Date % $_________________________
8. Total Earned Less Retainage (Line 6 less Line 7) $_________________________
9. Less Total of Previous Applications (Line 8 from Previous Application) $_________________________
10. Amount of this Payment Application (Line 8 less Line 9) $_________________________

Total Value of unapproved extras or claims of which subcontract changes have NOT been issued. List detail $_________________________

Comments:

__________________________________________
Signature

__________________________________________
Date

ALL DOCUMENTS CAN BE FOUND AND WILL BE SUBMITTED VIA GCPay.com
Conditional Waiver and Release Upon Progress Payment

Project Name: 
BNBuilders Project No.: 

Upon receipt by the undersigned of a check from BNBuilders in the sum of ($________________________) payable to __________________________ Dollars

And when the check has been properly endorsed and has been paid by the bank in which it was drawn, this document shall become effective to release any mechanic's lien, stop notice, claims, or bond right the undersigned had on the job of __________________________ located at

Project Name

______________________________

Project Address

This releases BNBuilders, Inc. through __________ only and does not cover any retentions retained before the Date 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, claims, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

________________________

Date

________________________

Company Name

________________________

Signature

________________________

Name and Title

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification
Conditional Waiver and Release Upon Final Payment

Project Name: ____________________________________________________________
BNBuilders Project No.: __________________________________________________

Upon receipt by the undersigned of a check from BNBuilders in the sum of ($_________)
Dollars Payable to ____________________________________________ and when the check has been properly endorsed and has
Payee or Payee of Check been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic’s lien,
stop notice, claims, or bond right the undersigned has on the job of ________________________________
located at _______________________________________.

Project Name

Project Address

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

Date

Company Name

Signature

Name and Title

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with
respect to its use or modification.
Unconditional Waiver and Release Upon Progress Payment

Project Name: 
BNBuilders Project No.: 

The undersigned has been paid and has received a check from BNBuilders in the sum of ($_______________) Dollars and the check has been properly endorsed and has been paid by the bank upon which it is drawn. As such, this document shall release any mechanic’s lien, stop notice, claims, or bond right the undersigned had on the job of located at 

Project Description Project Address

to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to BNBuilders through 

Date

only and does not cover any retentions retained before 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, claims, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date

Company Name

Signature

Name and Title

TOTAL PAID TO DATE: $_______________

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.
2nd Tier

Unconditional Waiver and Release Upon Progress Payment

Project Name: 
BNBuilders Project No.: 

The undersigned has been paid and has received a check from in the sum of ($__________) Dollars and the check has been properly endorsed and has been paid by the bank upon which it is drawn. As such, this document shall release any mechanic's lien, stop notice, claims, or bond right the undersigned had on the job of to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Customer through Date only and does not cover any retentions retained before 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, claims, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date

Company Name

Signature

Name and Title

TOTAL PAID TO DATE: $______________________

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.
Unconditional Waiver and Release Upon Final Payment

Project Name: 
BNBuilders Project No.: 

The undersigned has been paid in full for all labor, services, equipment or material furnished to Customer on the job of Project Name located at Project Address and does hereby waive and release any mechanic’s lien, stop notice, claims, or any right against labor and material bond on the job, except for disputed claims previously submitted in writing for extra work in the amount of $ ZERO.

Date

Company Name

Signature

Name and Title

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.
INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF SUBCONTRACTOR

- The Affidavit of Subcontractor must accompany each billing.
- List all suppliers/2nd tier subs that have sent Preliminary Notices as well as any you will be incurring $5,000 or more with for the entire project.
- Adjusted total amount including change orders – The first line is for your portion excluding the supplier/2nd tier sub amounts listed. List the dollar amount you intended to incur with them – this amount can be adjusted as needed. The total at the bottom should equal your current contract value.
- Last month's lien waiver is attached or forthcoming – Please indicate whether you are attaching the previous month’s unconditional release or if it is forthcoming. If no cost was incurred the previous month please indicate in the Supplier/Sub-sub Not Used Last Month column.
- Final Waivers Already Sent – If you have previously sent in an Unconditional Upon Final Release from the supplier/sub-sub please check the box and continue to list them on the Affidavit.
- All Supplier/2nd tier sub unconditional releases must be on our form.
- Progress payments will be held until all appropriate 2nd tier releases have been received. Example – All indicated 2nd tier unconditional showing paid to date thru June must be received prior to release of your July payment.
- Final payments will not be released until all 2nd tier Unconditional Upon Final releases have been received.
**Contractor License Number: BNBUII*990K3**

**Affidavit of Subcontractor**

State of ____________________________ County of ____________________________ in ______________ in the position of ______________________ For ____________________________ a ______________

Name/Title ____________________________ Company Name ____________________________ Partnership, Corporation, Individual

Hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know that contents hereof, and certify that the same is true of my knowledge; and:

1. That Subcontractor is a subcontractor to BNBBuilders hereinafter referred to as "Contractor", the general contractor on ____________________________ BNBBuilders Project Name and Project Number ____________________________

2. That as an inducement to Contractor to advance monies to Subcontractor, and with knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or Subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent or subcontract) in an amount of $5,000 or more from the commencement of said project to the date of project completion.

<table>
<thead>
<tr>
<th>Name of Supplier/Sub-Subcontractors</th>
<th>Adjusted total amount including change orders</th>
<th>Last month's lien waivers Attached</th>
<th>Last month's lien waivers Forthcoming</th>
<th>Supplier/Sub-Sub Not used last month</th>
<th>Final Waivers already sent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work/Material Contracted for</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors portion of direct</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>labor, material, equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ADJUSTED SUBCONTRACTOR AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify (or declare) under penalty of perjury that the foregoing is true and correct. Executed on ____________________________ 20 ___, at ____________________________

City and State

__________________________  ____________________________
Signature Date

Gemini Att B Washington Subcontractor Billing Package GCPAY V1.0
**Affidavit of Union Benefits**

<table>
<thead>
<tr>
<th>From:</th>
<th>Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Subcontractor</td>
<td>Project Name</td>
</tr>
<tr>
<td>Business Address</td>
<td>Project Address</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>City, State, Zip Code</td>
</tr>
</tbody>
</table>

The undersigned subcontractor hereby certifies that all union trust benefits on behalf of the subcontractor’s employees are paid and current through _________________.

For Subcontractor:

- Company Name
- Name
- Title

The undersigned union trust hereby certifies that in accordance with the trust’s records and to the best of their knowledge, the above named subcontractor has paid all benefits due for hours worked by its employees through the period ending _________________. This certification shall in no way relieve the subcontractor of responsibility for employee benefit contributions not reported or incorrectly reported and due.

Union Trust:

- Name
- Title
- Address
- Telephone
TIPS FOR USE IN GCPay.com

Once you have completed your registration and saved the web link to GCPay in your bookmarks, the following information will help you through the workflow and roles of GCPay.com.

BNBuilders Accounting Team will:

- Link your subcontract to the GCPay Billing Platform
- Review information for your 2nd Tier Suppliers, including the Affidavit of Subcontractor
- Accept or Reject your lien Waivers
- Verify that your Affidavit of Union Benefits is current

BNBuilders Project Management Team will:

- Review, approve or reject your schedule of values, which is the amount of your original subcontract value
- Approve or Reject your Application for Payment
- Process Change Orders

For Technical Issues within GCPay, please contact GCPay support via phone or email for the following:

- Navigation and help with the site
- Login and Password Resets
- Uploading issues for documents
- Setting up or changing your Company Settings
- Guide you in adding users to your projects

The following link will take you to a video training for GCPay.com

https://vimeo.com/268470217/1d4491e835

GCPay web-based application also offers hints throughout the application, access these by clicking on the (?) as shown below:
TIPS FOR USE IN GCPay.com

The following steps will help you through the GCpay billing and submission process:

Logging in:
• You will receive a notification that your project is now listed in GCpay
• A Sample of your Dashboard:

<table>
<thead>
<tr>
<th>Juno Jump Phase II</th>
<th>117005.100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Webster Elementary</td>
<td>117006.100</td>
</tr>
</tbody>
</table>

Schedule of Values:
• Submit your Schedule of Values for your Original Subcontract Amount:

Application for Payment:
• Submit your AFP for on-going or completed work
• Lien Waivers - Use the ones provided on the site and submit with your AFP
• Suppliers/Liabilities Tab –
  • Use the “Add Vendor” button to add your suppliers company information
  • Add the Estimated contract value, this value can be updated as you continue to submit your monthly AFP
  • Update current supplier payment values
    • Due this period
    • Final Paid
    • Supplier Lien Waivers are sent by our Accounting team via Gcpay.com

• Screen Shot of AFP:

Gemini TIPS FOR USE IN GCPay with start up process with compliance Screen V1.0
Choose the Liabilities Tab:

- Click Add Vendor (green plus symbol)

- Enter the information requested, if you have any suppliers to list, your liabilities tab should look like the example below:

- If you have no third-party suppliers, click the check box as indicated below:

- Upload your Affidavit of Subcontractor to the Documents Tab, this document is required even if you have no suppliers to report:

- Click Submit
  - The system will not allow you to submit your AFP without all the required documentation. You will see links of what you need to submit with your AFP.
TIPS FOR USE IN GCPay.com

Change Orders
- Change orders will not appear in GCpay unless your original schedule of Values (Original Contract Value) is submitted and approved by the BNB Project Team
- Change Orders can be billed on your AFP once you see them in the below Change Order Screen, these values will automatically appear in your SOV to change your contract amount.

Compliance
- This tab will help you understand and indicate the following:
  - Affidavit of Union Benefits
    - Expired – Please upload current Union Benefits Statement from the prior month
    - Verified – Document has been received and is compliant
  - Certificate of Insurance - THIS DOCUMENT IS TO BE UPLOADED TO MYCOI, please reference the Attachment A with instructions included with your subcontract. This will only give you visibility to the status of your Certificate of Insurance
    - Verified – Policy Line has been received and is compliant
    - Required – Policy line is not compliant – Upload entire COI to MyCOI
    - Expired – Policy line is expired and not compliant – Upload COI to MyCOI
  - If the following two fields show up as a Compliance piece, then these are required per your Attachment A
    - Professional Liability
    - Pollution/Environmental
  - If Performance and Payment Bonds are a requirement per your subcontract, you will see if they have been accepted or not by BNBuilders.
    - Verified = Received and accepted
    - Required = Required
Checklist:
- When submitting your Schedule of Values or Application for Payment, the below screen shot requires that you check the box, acknowledging that you will not upload your Certificate of Insurance to GCPay, our billing website. Certificates of insurance need to be uploaded to MyCOI, per your Attachment A.
- The check box states:
  - Please do not upload your Certificate of Insurance to GCPay. All Certificates of Insurance need to be uploaded to MyCOI per the instructions provided on your Attachment A. If you upload your Certificate of Insurance to GCPay, you are at risk of the COI not being processed. Please coordinate with your insurance agent.