

Corporate Office 1063 Route 22 East Mountainside, NJ 07092 tel: 908.873.0022 fax: 908.873.0023

Charlotte Office

13504-J South Point Blvd Charlotte, NC 28273 tel: 704.504.0200 fax: 704.504.0079 license: 72447

DC Metro Office

Arlington, VA tel: 908.873.0022 fax: 908.873.0023

Orlando Office

1401 Sligh Boulevard Orlando, FL 32806 tel: 407.286.2428 fax: 407.930.5793 license: CGC1532782

South Florida Office

6555 Powerline Road Suite 108 Fort Lauderdale, FL 33309 tel: 954.533.0895 fax: 954.533.5227 license: CGC1532782

Houston Office

Houston, TX tel: 979-398-1118 Dear Subcontractor / Vendor:

Listed below are instructions for Billing and Payment. Please follow all instructions to ensure that billings and payments will be processed accurately and quickly.

BILLING / PAYMENT INSTRUCTIONS

- 30 The Subcontract / Purchase order provided for this project must be signed and returned to "Vericon prior to any work being performed or services provided. An executed copy will be returned for your files.
- 40 Included below is the required Payment Subcontractor Requisition. This form <u>MUST</u> be filled" out and attached on top of your invoice/AIA along with any required lien waivers and" submit as one PDF document per individual project.
- 50 All invoices <u>MUST</u> be submitted to <u>invoices@vericon.com</u> with copies to the Vericon Project" Manager assigned to the project. FAXED COPIES WILL NOT BE ACCEPTED.
- 60 All contract amounts over \$50,000.00 must be on AIA form G702/703, which should be" included with the Payment Subcontractor Requisition form, per item #2 above.
- 70 No work can be started without an executed Master Subcontractor Agreement or Master" Vendor Agreement, Completed W-9, executed subcontract/purchase order and current insurance" documents on file. (Cwcej o gpvl1 – Vericon Master"Agreement"Insurance Requirements for COI limits, language and endorsements is available upon request from insurance@vericon.com)
 - c0 If there are any project specific required certificates of insurances outlined within" the individual subcontract / purchase order, these documents are also required to be" submitted prior to any work being performed onsite or services provided. All" certificates of insurance should be emailed to insurance@vericon.com
- 80 ONLY Change Orders / Additional Costs that are approved by Vericon may be" included on an application for payment or invoice. Change Orders approved by Vericon"and issued to the Subcontractor / Vendor must be signed and returned to the designated" Vericon Project manager before these items can be included in an application for "payment or invoice. Change Orders / Additional costs that are included on invoices without prior" approval will delay processing.
- 90 Payments to Subcontractors / Vendors cannot be processed until all of the applicable items" indicated above have been submitted and approved.
- : 0 In accordance with Article 18.2 of the Master Subcontract Agreement, Subcontractor shall not" factor or assign any sums claimed due under this Agreement without the express written" authorization of an officer of Vericon Construction. Any such attempt to factor or assign" payment obligations without such express written authorization shall be considered null and" void, and a breach of contract. A breach of Article 18.2, by the Subcontractor is subject to the" indemnification obligations set forth in Article 11 of the Master Agreement, including the" payment of all professional fees, including attorneys' fees, and costs and expenses. These" remedies are in addition to, and not in place of, any other remedy available to Contractor either" by contract or pursuant to applicable law.

If you have any questions regarding this memo, please contact our Accounting Department at (908) 873-0022.

Sincerely, Jennifer Hamrah Controller

IMPORTANT NOTE: VCC only issues payments via Automated Clearing House (ACH). All subcontractors and vendors must complete the attached 'Attachment 5 - Vendor ACH Enrollment Form'. If you have not already set up ACH payments, please do so immediately.

SUB INVOICE #

SUBCONTRACTOR PAYMENT REQUISITION

Send To: <u>invoices@vericon.com</u> OR Accounts Payable Dept. Vericon Construction Company 1063 Route 22 East Mountainside, NJ 07092		Project Name Vericon Subcontract No PeriodTo Date Vendor Name Address				
Tel: 908-873-0022	-		WITHOUT AN APP	ROVED CHANGE	ORDER	
RETAINAGE % BASE CONTRACT ONLY	A ORIGINAL CONTRACT AMOUNT	B TOTAL WORK COMPLETED TO DATE	C TOTAL GROSS AMOUNT PREVIOUSLY BILLED	D (B-C) GROSS AMOUNT CURRENTLY BILLED	E RETAINAGE THIS INVOICE	F (D-E) NET THIS INVOICE
CHANGE ORDER #						
			TOTAL			

The undersigned contractor hereby certifies that the work performed and the materials described in this Application for Payment conform with all requirements of the contract (and all authorized changes thereto) between the undersigned contractor and Vericon Construction Company ("Vericon") relating to the above referenced project and that the description represents the actual value of accomplishment.

The undersigned contractor further certifies that all payments due for work covered by prior Applications for Payment, less applicable retention, have been made to: (1) all my subcontractors (including sub-subcontractors); and (2) all suppliers of material and/or labor used in or in connection with the performance of this contract. The undersigned contractor further certifies that it is in full compliance with all Federal, State and Local laws, and that all Social Security, Unemployment Worker's Compensation, welfare, pension fund and/or fringe benefits or premiums of any nature due in connection with this contract have been fully paid and are current as of the date of this Application for Payment. In accordance with Article 18.2 of the Master Subcontract Agreement, Subcontractor shall not factor or assign any sums claimed due under this Agreement without the express written authorization of an officer of Vericon Construction. Any such attempt to factor or assign payment obligations without such express written authorization shall be considered null and void, and a breach of contract. A breach of Article 18.2, by the Subcontractor is subject to the indemnification obligations set forth in Article 11 of the Master Agreement, including the payment of all professional fees, including attorneys' fees, and costs and expenses. These remedies are in addition to, and not in place of, any other remedy available to Contractor either by contract or pursuant to applicable law.

Furthermore, in consideration of the payments received, and upon receipt of the amount requested in this Application for Payment, the undersigned contractor, including all of its subcontractors, materialmen and laborers do hereby waive, release and relinquish all claims or rights to file a mechanic's and/or construction lien related to the work and/ or materials covered by this Application for Payment, which the undersigned contractor may now have upon the premises described above and the undersigned contractor or further agrees to execute and return to Vericon any and all documents required by Vericon in order to remove any claim or lien which the undersigned contractor or any of its subcontractors, materialmen or laborers have or may file in a public office within three (3) days of receipt. To the extent any of the terms contained herein conflict with the Terms of the Master Subcontract Agreement between the undersigned contractor and Vericon, it is agreed that the terms of the Master Subcontract Agreement shall control.

RETAINAGE MUST BE INVOICED SEPARATELY UPON COMPLETION OF JOB

TITLE