Subcontract Exhibit E | Billing Instructions



This Subcontract Exhibit E is attached to and made a part of every Subcontractor Commitment. The documents and information contained in Exhibit E are incorporated into and shall form a part of this Agreement as if fully set forth herein. In the event of any conflict between the provisions of this Agreement and the Master Subcontract Agreement, the provisions of the Master Subcontract Agreement shall govern.

Billing Instructions

- 1. The Subcontract / Purchase order provided for this project must be signed and returned to Vericon prior to any work being performed or services provided.
 - a. An executed copy will be returned for your files.
- 2. All invoices **MUST** be submitted to invoices@vericon.com with copies to the Vericon Project Manager and Project Coordinator assigned to the project.
- All Invoices shall be submitted as a single .pdf file and MUST be inclusive of the items noted below. Invoices missing required documentation will be rejected.
 - a. Vericon Subcontractor Payment Requisition Form attached (Exhibit E.1). This form must be completed and submitted as the first page of your invoice or AIA, along with the required lien waiver, for each individual project.
 - b. Subcontractor / Vendor Application for Payment / Invoice (Subcontract / PO amounts greater than \$50,000 must be provided in an AIA Format G702/703).
 - c. A lien waiver **MUST** be included with every invoice submission. The appropriate project lien waiver will be provided as an exhibit (Exhibit F) within your awarded contract. Failure to include the required lien waiver will result in your invoice being rejected and will not be processed until the necessary lien waiver is submitted.
- 4. ONLY Change Orders / Additional Costs that are approved by Vericon and have been issued and fully executed may be included in any application for payment or invoice. All others will be rejected.
- 5. Current Insurance documentation as required by the executed MSA and /or the project specific insurance requirements (Exhibit I, if required) must be on file.
- 6. Payments to Subcontractors / Vendors cannot be processed until all of the applicable items indicated above have been submitted and approved.
- 7. Payments to Subcontractors / Vendors are issued via Automated Clearing House (ACH).
 - a. If the subcontractor / vendor has not been enrolled in this payment method, please contact the designated Project Manager or Project Coordinator for the necessary enrollment forms.
- 8. 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 these instructions, please contact our Accounting Department at (908) 873-0022.

Sincerely,

Vericon Construction Company, LLC



Send To: <u>invoices@vericon.com</u>
OR

Accounts Payable Dept.
Vericon Construction Company

1063 Route 22 East Mountainside, NJ 07092 Tel: 908-873-0022 / Sandy

SUBCONTRACTOR PAYMENT REQUISITION				
	CLIBCONTD	CTOD DAVI	MENT DEALH	CITION

R PAYMENT REQUISITION	ON
Project Name	
Vericon Subcontract No.	
Period	То
Date	
Vendor Name	
Address	_

SUB INVOICE #

NO EXTRAS MAY BE REQUISITIONED WITHOUT AN APPROVED CHANGE ORDER

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RETAINAGE %		TOTAL	TOTAL GROSS	GROSŚ		, ,
	ORIGINAL	WORK	AMOUNT	AMOUNT	RETAINAGE	NET
	CONTRACT	COMPLETED	PREVIOUSLY	CURRENTLY	THIS	THIS
	AMOUNT	TO DATE	BILLED	BILLED	INVOICE	INVOICE
BASE CONTRACT ONLY						
CHANGE						
ORDER#						
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			TOTAL			
			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 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 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

OFFICER OF SUBCONTRACTOR	NAME	TITLE	DATE