

# Sub-Contractor Checklist

- Application for Sub-Contractor
- W-9
- Current Driver's License
- Social Security Card
- IRS Employer or Tax Identification Number
- Assumed Name Certificate from County
- Copy of Valid Auto Insurance
- Current State Issued ID / Driver's License
- TDI-DWC Form-83 (Workmen's Compensation)
- Certificate of Insurance with Applicable Coverage
- Signed Acknowledgement of Arbitration Policy
- Signed and completed Sub-Contractor Agreement
- Signed Sub-Contractor Insurance Policy

# Application For Sub- Contractor

Date \_\_\_\_\_

Federal ID Number/ Social Security Number \_\_\_\_\_

Assumed Name (DBA) \_\_\_\_\_

**Name:**

Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Phone Number(s):**

Home \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Texas Driver's License Number \_\_\_\_\_ Exp Date \_\_\_\_\_

General Liability Insurance Carrier Name \_\_\_\_\_

Policy Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Vehicle Insurance Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Where did you receive your training? \_\_\_\_\_

How many years experience do you have as an electrician? \_\_\_\_\_

Who else are you contracting for? \_\_\_\_\_

**Employee's Names:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Emergency Contact**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_

## History Of Experience

How many years/ months as an: Apprentice \_\_\_\_\_ Wireman \_\_\_\_\_

Journeyman \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

In what shops did you acquire your experience? \_\_\_\_\_

What type of license(s) do you hold and in what cities? \_\_\_\_\_

Do you consider yourself a qualified residential wireman? \_\_\_\_\_

Do you have experience wiring security systems? \_\_\_\_\_

Do you have experience wiring structured wiring systems? \_\_\_\_\_

Are you and your truck fully equipped? \_\_\_\_\_ All necessary hand tools? \_\_\_\_\_

Power tools with extension cords? \_\_\_\_\_ Step ladders from 5' to 16'? \_\_\_\_\_

Do you have a tarpulin? \_\_\_\_\_ Drop cloth? \_\_\_\_\_ Spare tire? \_\_\_\_\_ Jack? \_\_\_\_\_

Do you understand this shop is an English ONLY shop? \_\_\_\_\_

**This means that all instructions (written and verbal) and all drawings are in English.**

Can you read and write English? \_\_\_\_\_

Can you read a blueprint and understand symbols? \_\_\_\_\_

State in your own words what it means when a job is 100% complete.

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OFFICE OF CHRIS HOLLINS
COUNTY CLERK, HARRIS COUNTY, TEXAS

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR
UNINCORPORATED BUSINESS OR PROFESSION

[A beginning character other than a letter or a number, or the last portion of a name that exceeds 57 characters, will not be reflected in the indices. Please print legibly.]
Fees: \$18.00 + 0.50 per additional owner / Notarized: \$17.00 + 0.50 per additional owner

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED:

BUSINESS ADDRESS

CITY STATE ZIP

PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED:

BUSINESS IS TO BE CONDUCTED AS (Check One): Sole Proprietorship Sole Practitioner Other
General Partnership Joint Venture Joint Stock Company Real Estate Investment Trust

I/We, the undersigned, am/are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct, and there is/are no ownership(s) in said business other than those listed below.

-NAMES OF OWNERS-
NAME SIGNATURE
(print or type)
Residence Address
City: State: Zip:
NAME SIGNATURE
(print or type)
Residence Address
City: State: Zip:
NAME SIGNATURE
(print or type)
Residence Address
City: State: Zip:

If this instrument is executed by an attorney-in-fact, the attorney-in-fact hereby states that s/he/they has/have been duly authorized in writing by his/her principal to execute and acknowledge the same.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they is/are the owner(s) of the above named business and that s/he/they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on
Filed in the Office of CHRIS HOLLINS, County Clerk, Harris County, Texas.

Deputy County Clerk / Notary Public in and for the State of Texas



**OFFICE OF STAN STANART**  
COUNTY CLERK, HARRIS COUNTY, TEXAS

**P118807**  
07/02/2018 PASADEHA  
\$16.00 ASSUMED

This is to acknowledge receipt of certificate of operation under Assumed Name which was filed in my office for ANYONE ELECTRIC under the file number as shown on the cash register validation above, and indexed in the Assumed Name Records as prescribed by law.

The certificate shows

to be the owner(s) of said business.

The period (not to exceed 10 years) during which the assumed name will be used is shown as \_\_ 10 \_\_  
July 02, 2018 Through July 02, 2028

Whenever there is a change of ownership, a withdrawal certificate shall be executed and duly acknowledged by the person or persons so withdrawing from or disposing of their interest in said business. Until such certificate has been filed, they shall remain liable for all debts incurred in the operation of said business.

STAN STANART,  
County Clerk, Harris County

*Michelle Fernandez*

**Michelle Y. Fernandez**

Deputy County Clerk



# **SUBCONTRACTOR'S ACKNOWLEDGMENT OF RECEIPT OF THE JOE SWARTZ ELECTRIC COMPANY ARBITRATION POLICY AND PROCEDURES**

I have been provided a copy of the Joe Swartz Electric Company Arbitration Policy and Procedures. I understand that I should thoroughly read it. I also understand that it is a binding contract between me and Joe Swartz Electric Company. I also understand that neither this acknowledgment nor the Arbitration Policy and Procedures creates an employment contract.

I agree to submit to binding arbitration (under the Arbitration Policy and Procedures) any and all claims, disputes or controversies that exist now or arise later between me and Joe Swartz Electric Company or between me and Joe Swartz Electric Company's employees, officers, partners, owners or affiliated companies, including claims, disputes and controversies arising before, during and after my work for Joe Swartz Electric Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Subcontractor (or Subcontractor's worker)

\_\_\_\_\_  
Printed Name of Subcontractor(or Subcontractor's worker)

\_\_\_\_\_  
Social Security No. or FEIN

\_\_\_\_\_  
Printed Name of Subcontractor  
(If above signature is that of Subcontractor's worker)

**JOE SWARTZ ELECTRIC CO., LTD  
ELECTRICAL SUBCONTRACTOR AGREEMENT**

This Electrical Subcontractor Agreement ("Agreement") is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 201 \_\_, by and between JOE SWARTZ ELECTRIC CO., LTD., a Texas limited partnership (the "Contractor") and \_\_\_\_\_ ("Subcontractor").

1. **Definitions.** Terms with the initial letter capitalized and used in this Agreement shall have the meaning as set forth below:
  - a. Builder or Builder(s) means the various builders with whom Contractor obtains contracts for Electrical Work.
  - b. Builder Site means a specific location for a specific Builder to which a Job Assignment is made by Contractor to Subcontractor.
  - c. Contract Price means the price Contractor agrees to pay to Subcontractor for the Electrical Work, whether stated in this paragraph or in a separate exhibit, price list or payment schedule and shall remain in effect for all subsequent Job Assignments, unless amended by a written amendment, executed by both Subcontractor and Contractor.
  - d. Electrical Apprentices has the meaning as defined by the Rules.
  - e. Electrical Contractor has the meaning as defined by the Rules.
  - f. Electrical Contracting has the meaning as defined by the Rules.
  - g. Electrical Work has the meaning as defined by the Rules.
  - h. Job Assignment means instructions, either written or oral from Contractor to Subcontractor to perform Electrical Work at a Builder Site.
  - i. Journeyman Electrician has the meaning as defined by the Rules.
  - j. Master Electrician has the meaning as defined by the Rules.
  - k. NEC means the version of the National Electric Code required by the Rules at the time of the installation.
  - l. On-Site Supervision has the meaning as defined by the Rules.
  - m. Parties means and refers collectively to Contractor and Subcontractor.
  - n. Residential Wiremen has the meaning as defined by the Rules.
  - o. Rules means those certain rules as promulgated from time to time by the Texas Department of Licensing and Regulation.
  - p. Texas Code means the Texas Occupation Code as it relates to the subject matter of this Agreement.
2. **The Parties.** Contractor is an Electrical Contractor engaged in Electrical Contracting. Subcontractor is either (1) an Electrical Contractor, (2) a Master Electrician, (3) a Journeyman Electrician, (4) the employer of a Master Electrician or (5) the employer of, one or more Journeyman Electricians.
3. **Electrical Work for the Builders.** Subcontractor will perform Job Assignments for the Contract Price at each Builder Site. Subcontractor agrees and represents that it will provide at each Builder Site such Journeyman Electricians, Residential Wiremen and Electrical Apprentices as necessary to perform the Electrical Work. Subcontractor agrees and represents that Subcontractor will be responsible for the On-Site Supervision for the performance of all Electrical Work. A Job Assignment given by Contractor to Subcontractor may be either written or oral.
4. **Initiation of Electrical Work.** Subcontractor shall not commence the Electrical Work at a job location until Subcontractor has received the Job Assignment. If the Electrical Work at the Builder Site is not started by Subcontractor within two (2) days from the date of Subcontractor's receipt of the Job Assignment,

Contractor may reassign the work to another subcontractor without notice. Contractor may cancel any Job Assignment if the Electrical Work related to same is not started in a timely manner, in which event Contractor shall owe no payment to Subcontractor. Subcontractor shall not subcontract all or any part of the Electrical Work contemplated by this Agreement without the prior written approval of Contractor. Contractor shall have the absolute right to reject, in its sole discretion, any subcontracting of Electrical Work by Subcontractor. Furthermore, Contractor must be advised in writing prior to Subcontractor's entering into any assignment of payments due under this Agreement and Contractor shall only be required to make such payments to the assignee to the extent that: (a) Contractor agrees to do so, at its sole election; (b) no dispute exists between Subcontractor and Contractor; (c) the Electrical Work is fully and timely completed in compliance with Contractor's plans and specifications for same, the applicable warranty performance standards applicable to same or in compliance with the warranty performance standards of the Builder; (d) such payment is not subject to any claim of offset by Contractor; and (e) such other conditions as Contractor may reasonably impose.

#### **5. Performance of Electrical Work/Notice.**

(a) Subcontractor's acceptance of a Job Assignment shall be deemed as Subcontractor's agreement: (i) to complete the Electrical Work on Contractor's completion schedule; (ii) to complete the Electrical Work in compliance with applicable plans and specifications of the Builder or Contractor, the applicable warranty performance, the NEC or Texas Code; and (iii) that Subcontractor has inspected the Builder Site and approves of the requirements set forth in this Agreement. Subcontractor's work shall meet or exceed the Texas Code and the NEC.

(b) In the event Subcontractor does not perform the Electrical Work which is the subject of a Job Assignment in compliance with the above terms or fails to perform Electrical Work on the Job Assignment for three (3) consecutive week days, Contractor shall have the right to terminate the Job Assignment and hire a replacement subcontractor to complete the Electrical Work and repair any inadequately performed work done by Subcontractor and Contractor may also pursue any available remedy, including offset of payment, for Subcontractor's breach.

(c) Contractor may cancel any Job Assignment, or any portion thereof, at Contractor's sole election upon notification of such cancellation to Subcontractor. If Contractor elects to exercise this right of cancellation, and provided that Subcontractor is not in default at the time of cancellation, then Subcontractor shall be entitled to payment as set forth in this Section. If the right of cancellation is exercised for failure to timely or fully perform the Electrical Work, Contractor may offset any damages or costs incurred by Contractor against any amounts owed to Subcontractor and Contractor may reduce the amounts owed to Subcontractor to compensate for any and all costs incurred by Contractor in completing, repairing or replacing the Electrical Work. In the event of cancellation in the absence of default, Contractor's sole liability to Subcontractor shall be an amount equal to the actual cost to Subcontractor of manufacturing or acquiring goods to their point of completion at the time of cancellation, plus labor costs actually incurred.

#### **6. Payment/Offset/Retainage.**

(a) If an invoice is not submitted to Contractor and paid or otherwise resolved within ninety (90) days following completion of the Job Assignment, Contractor may deny payment to Subcontractor. Subcontractor waives Subcontractor's right to constitutional and statutory liens for all Job Assignments. Contractor is entitled to offset any sums owed to Subcontractor as a result of Subcontractor's failure to timely or fully comply with the terms of this Agreement. Any Subcontractor that provides material along with the labor will be required to execute a waiver of a lien form and to obtain a lien waiver from Subcontractor's supplier(s) as a condition to payment.

(b) This subparagraph (b) applies only if the Builder imposes retainage against the Contractor. It is agreed that Contractor may, at its sole election, establish a fund and retain ten percent (10%) of the Contract Price or such portion of each payment to Subcontractor for a period of either thirty-one (31) days after the substantial completion of any home or, at Contractor's sole discretion and election and depending on the circumstances pertaining to any particular job, or for 90 days from the date of the invoice. At the end of the applicable retainage period such retained sums shall be disbursed by Contractor to Subcontractor unless same are subject to offset by Contractor. At Contractor's sole election, and upon notice to Subcontractor, Contractor may withhold such retainage from each advance for the use and benefit of those entitled thereto.

(c) The Contract Price includes all applicable state sales and/or use taxes for all goods, supplies, and materials supplied and all sales and use taxes under all applicable laws relating to labor, goods, supplies, and materials supplied, provided to, or consumed on the job(s) and on all other work performed and material supplied to Contractor.

7. **Compliance with Laws, Codes, Rules, Regulations, Ordinances and Schedules.** Subcontractor agrees to perform the Electrical Work in accordance with the Texas Code and the Rules, the NEC, the federal Occupational Safety and Health Act, Texas safety statutes and regulations, any and all applicable local ordinances, and any and all schedules, rules and requirements, including those regarding safety required by the Builder(s). Subcontractor agrees to obtain from each applicable Builder, a copy of the Builder's schedules, rules and requirements applicable to each site where Subcontractor performs Electrical Work and to make the employees of Subcontractor familiar with them. Subcontractor further agrees that it has the sole and independent responsibility to comply with all local, state and federal laws, including traffic laws, laws affecting or regulating the relationship between Subcontractor and Subcontractor's employees, payroll withholding and unemployment tax laws, and immigration laws. In addition to any and all other remedies available to it, should Contractor be fined, penalized or sanctioned for any violation committed by Subcontractor or by Subcontractor's employees or workers, Subcontractor agrees that Contractor may deduct such fine, penalty or sanction from any of Contractor payments to Subcontractor for its Electrical Work under this Agreement.

8. **Subcontractor's Right to Control Electrical Work and Obligation to Provide Tools.** Subcontractor has the sole discretion to determine the time during which the Electrical Work at a Builder's site will be performed, subject to the Builder's schedules, rules and regulations and any local ordinances. Subcontractor retains the sole discretion to select, hire, fire, supervise and control Subcontractor's employees. Subcontractor is responsible for the transportation of Subcontractor's employees, tools and equipment, as well as for all necessary electrical materials and supplies, to the Builder's sites. Subcontractor is solely responsible for the provision of all tools and equipment necessary for Subcontractor's performance of the Electrical Work under this Agreement.

9. **Term and Termination of this Agreement.** Unless terminated earlier, this Agreement will remain in effect for one year from the date set forth on the top of the first page, and this Agreement will automatically renew for another one-year term on each anniversary of this Agreement without any action required by either Contractor or Subcontractor. Both Contractor and Subcontractor may at any time terminate this Agreement for any reason whatsoever, or for no reason at all, upon ten calendar days' written notice to the other party.

10. **Sign on Vehicles.** Subcontractor acknowledges that in order to comply with the Rules, Subcontractor must display the name and license number of the Contractor. Subcontractor shall provide Subcontractor's vehicle to a third party designated and paid for by Contractor to affix Contractor's name

and license number to the vehicle in permanent manner (the "Sign"). Whenever Subcontractor is performing work for another contractor, Subcontractor shall cover the Sign. If this Agreement is terminated or Subcontractor stops doing Electrical Work for Contractor, Subcontractor shall submit Subcontractor's vehicle to a third party designated and paid for by Contractor to remove the Sign.

#### 11. **Independent Contractor Status.**

(a) Subcontractor agrees with and represents to Contractor that: (1) Subcontractor is an independent contractor; (2) Subcontractor has the sole right to control, and does in fact control, all the details of, and directs all of the activities of Subcontractor's work and the work of Subcontractor's employees; (3) Contractor controls none of the details of, and directs none of the activities of Subcontractor's work and the work of Subcontractor's employees and has no right to do so; (4) subject to compliance with all applicable laws, codes, statutes, ordinances, regulations, schedules, rules and requirements, Subcontractor is free to determine the manner in which the work for Contractor is performed; (5) as provided above, Subcontractor provides its own tools and sets its own work hours; (6) Subcontractor possesses the skills required for the specific work to be performed; and (7) the Sign does not change Subcontractor's status as an independent contractor.

(b) Regarding the workers provided by Subcontractor to perform the Electrical Work under this Agreement, Subcontractor agrees with and represents to Contractor that: (1) these workers were selected by Subcontractor alone; (2) that these workers are "employees" as defined by the Rules, of Subcontractor and not of Contractor; (3) Subcontractor alone has the right to control, and does in fact alone control the details of, and directs all of the activities of their work; (4) Contractor controls none of the details of, and directs none of the activities of, the work of Subcontractor's employees and has no right to do so; (5) Subcontractor alone is free to determine the manner in which the work done by Subcontractor's employees is performed; (6) Subcontractor provides the tools or has Subcontractor's employees provide the tools for the work; (7) Subcontractor sets the hours of work for Subcontractor's employees; (8) Subcontractor alone is responsible for withholding and paying all payroll taxes on the compensation of Subcontractor's employees; (9) Subcontractor will not represent to Subcontractor's employees that Contractor is their employer; and (10) Subcontractor will not perform any work in an occupied residence unless Subcontractor has first performed criminal background checks on Subcontractor's employees in compliance with, and as required of an "in-home service company" by Texas law. Subcontractor understands and agrees that, as an independent contractor, Subcontractor and Subcontractor's employees and workers are not covered by Contractor's insurance, benefits or other programs provided by Contractor to Contractor's employees, and Subcontractor agrees that neither it nor Subcontractor's employees or workers is entitled to receive unemployment benefits from Contractor.

#### 12. **Insurance Coverage.**

(a) Subcontractor now has, and while this Agreement is in effect, will maintain in full force and effect the following policies issued by a carrier admitted to do business in Texas that is at least "A" rated by A.M. Best and covered by the Texas Property and Casualty Insurance Guaranty Association ("TPCIGA") and that is endorsed to show "Joe Swartz Electric Co., Ltd." expressly named as an additional insured on the policy and with a waiver by the insurer of its subrogation rights against "Joe Swartz Electric Co., Ltd.": (1) at least one general liability insurance policy with a general aggregate limit of not less than \$1,000,000, with a products/completed operations limit of not less than \$1,000,000, with a per occurrence limit of not less than \$1,000,000; and (2) a commercial, not personal, automobile liability insurance policy with a per occurrence limit of not less than \$1,000,000.

(b) Subcontractor either: (1) represents to Contractor that it now has, and while this Agreement is in effect, will maintain in full force and effect a Texas workers' compensation insurance policy issued by a carrier admitted to do business in Texas that is at least "A" rated by A.M. Best and covered by TPCIGA with an Employer's Liability coverage of not less than \$500,000; or (2) agrees that Contractor may obtain coverage under its Texas workers' compensation insurance policy for Subcontractor and the employees of Subcontractor and then deduct the cost of such workers' compensation insurance coverage for Subcontractor and Subcontractor's employees, which Subcontractor and Contractor agree is 7.5% of Subcontractor's gross earnings under this Agreement, from any of Contractor's payments to Subcontractor under this Agreement. The Parties have indicated their agreement to either (b)(1) or (b)(2) in the preceding sentence by their execution of the attached Texas Department of Insurance, Division of Workers' Compensation Form-83, the terms and agreements of which are fully incorporated into this Agreement by reference. If Subcontractor has elected on the Form-83 for Contractor to purchase workers' compensation insurance coverage for Subcontractor and Subcontractor's employees, Subcontractor acknowledges and agrees that such workers' compensation coverage provided by Contractor's workers' compensation insurer only applies to injuries sustained on job sites where Subcontractor and Subcontractor's employees are performing work under this Agreement.

(c) Subcontractor either hereby provides copies of all of these policies to Contractor simultaneously with the execution of this Agreement or agrees to provide Contractor copies of those policies no later than ten (10) days after the date of this Agreement. Subcontractor agrees to provide Contractor written notice (by certified mail to: Contractor, Attn: Gordon Stewart, P.O. Box 16430, Houston, Texas 77022) of the cancellation or termination of any of the policies required by this Agreement at least ten (10) days prior to the cancellation's or termination's effective date.

**13. Subcontractor's Indemnification of Contractor. SUBCONTRACTOR AGREES, IN EXCHANGE FOR CONTRACTOR'S PROMISES IN THIS AGREEMENT AND THE COMPENSATION TO BE PAID TO SUBCONTRACTOR BY CONTRACTOR IN ACCORDANCE WITH THIS AGREEMENT, TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR AND THE BUILDERS (AS WELL AS ALL OF THEIR OWNERS, DIRECTORS, OFFICERS, SUPERVISORS, EMPLOYEES AND AGENTS) FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIENS, DAMAGES AND LIABILITY-INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY CONTRACTOR AND BY ANY OF THE BUILDERS (AND BY ANY OF THEIR OWNERS, DIRECTORS, OFFICERS, SUPERVISORS, EMPLOYEES AND AGENTS) THAT ARISE OR RESULT IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF, IN CONNECTION WITH, IN THE COURSE OF, OR INCIDENTAL TO ANY OF THE ELECTRICAL WORK, THE SIGN OR ANY FAILURE TO COMPLY WITH THIS AGREEMENT. THIS INDEMNIFICATION BY SUBCONTRACTOR EXPRESSLY INCLUDES CLAIMS, CAUSES OF ACTION, DEMANDS, LIENS, DAMAGES AND LIABILITY ARISING OUT OF ANY NEGLIGENCE, NEGLIGENCE PER SE AND/OR GROSS NEGLIGENCE BY CONTRACTOR, BY ANY OF THE BUILDERS, AND BY ANY OF THEIR OWNERS, DIRECTORS, OFFICERS, SUPERVISORS, EMPLOYEES AND AGENTS.**

**14. Non-Competition and Non-Solicitation Covenants.** Subcontractor agrees that for one (1) year after the termination of this Agreement, Subcontractor will not, in the Houston Metropolitan Area perform work for (directly or indirectly, either as an employee or a contractor) or solicit (either directly or indirectly) any customers of Contractor, including the Builders, with whom Subcontractor had dealings during the term of this Agreement. Subcontractor further agrees that these limitations as to time, geographic area and scope of activity are reasonable and necessary to protect Contractor. If any of these limitations is determined to be unreasonable or unnecessary to protect Contractor's property or interests, Subcontractor agrees that such limitations may be reformed to the minimum extent necessary to make them reasonable

and necessary to protect Contractor's property and interests. Subcontractor agrees that after the termination of this Agreement, Subcontractor will not, either on its own account or for any other person or entity, solicit, interfere with or induce, or attempt to solicit, interfere with or induce, any then-current employee of Contractor to leave his or her employment with Contractor or to breach his or her agreements or obligations to Contractor. Subcontractor agrees that after the termination of this Agreement, Subcontractor will not make any remarks disparaging the conduct, character, products or business of Contractor or any of its owners, directors, officers, supervisors, employees or affiliated companies.

15. **Warranty and Emergency Repairs.**

(a) Subcontractor warrants the Electrical Work against all defects (including latent defects) deficiencies and failures. Subcontractor warrants that all labor and materials will be free from defect for the same period of time that Contractor is responsible for the Electrical Work pursuant to Contractor's then applicable warranty program. Subcontractor shall be responsible for all claims asserted against Contractor based on any latent defects in Subcontractor's work or materials regardless of when such claims arise or are asserted. Subcontractor shall pay all costs incurred by Contractor (including reasonable attorney's fees) in defending against any claim of construction defect related in any way to Subcontractor's Electrical Work.

(b) Subcontractor shall provide Contractor with copies of all manufacturers' warranties applicable to any appliances, equipment, or materials supplied by Subcontractor, and with all certificates, licenses and permits required by governmental authorities and hereby assigns same to Contractor.

(c) Subcontractor shall make all emergency repairs to the Electrical Work within eight (8) hours after notice and will correct all other defects within forty-eight (48) hours after notice. Contractor will determine whether a situation constitutes an "emergency." If Subcontractor fails to meet these deadlines, Contractor shall have the right (but not the obligation) to have the corrective work done by another Subcontractor and the cost therefore shall be borne and paid by the undersigned Subcontractor promptly on demand.

16. **Clean Jobsite.** Subcontractor shall keep the Builder Site in a reasonably clean condition during performance of the Electrical Work, free of Subcontractor's debris and waste, and shall clean each Builder Site fully upon completion of each stage of work, removing all Subcontractor's unused materials, and/or, if materials are furnished by Contractor, all of Contractor's unused materials. If Subcontractor fails to clean up fully and promptly, Contractor may (but will not be required to) hire others to do so, in which case the full cost of such work, plus 20% to cover Contractor's overhead, will be charged back to Subcontractor and withheld from any sums Contractor may otherwise owe to Subcontractor. Subcontractor is responsible for leaving the work area clean on a daily basis, and put trash in a designated area. No parking is allowed on the driveway or graded yard of any Builder Site. No weapons, alcoholic beverages or illegal drugs or substances are allowed anytime on the job site.

17. **Arbitration Agreement.** Subcontractor and Contractor agree that any and all claims, disputes or controversies that exist now or arise later between Subcontractor and Contractor or between Subcontractor and any of Contractor's employees, officers, partners, owners or affiliated companies, including claims, disputes and controversies arising before, during and after the execution of this Agreement shall be resolved based on the following:

A. Resolution of Disputes Without Lawsuit: All disputes in any way arising under or related to this Agreement, or any other dealings between any of the parties to same (including, without limitation, any representations or warranties allegedly made by either party), shall be resolved by the parties first negotiating in good faith to resolve the dispute. If such efforts do not resolve the claim(s) then the parties

acknowledge that it is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures including mediation. If negotiation does not resolve any dispute then such dispute shall be mediated in a non-binding mediation before a neutral third party mediator selected by the parties involved in the dispute. If mediation fails to produce a settlement of any and all disputes, then the dispute shall be arbitrated in Harris County, Texas.

B. Mediation-Binding Arbitration/Waiver of Jury Trial: The parties agree that any dispute between any of them (whether arising in contract, warranty, tort, statutory or otherwise), if not settled during mediation, shall be submitted to binding arbitration to a single arbitrator, as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and shall not be resolved by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The parties to the dispute share all of the costs of arbitration equally. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Harris County. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in Harris County to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- i. All applicable Federal and State laws shall apply;
- ii. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- iii. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- iv. The parties shall be entitled to conduct reasonable and necessary discovery;
- v. The arbitrator shall render a written award and, if requested by any party, a reasoned award; and
- vi. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court in Harris County, Texas having jurisdiction.

18. **Miscellaneous.** Time is of the essence in all work undertaken by Subcontractor under this Agreement. Subcontractor agrees to meet the schedule set by Contractor on each Job Assignment. This Agreement is the complete agreement between the Parties and it takes the place of any other oral understandings about the matters covered herein. This Agreement can only be modified by a writing signed by the authorized representative of the Parties that specifically states an intent to modify this Agreement, and this requirement of a signed writing cannot itself be waived except by such a signed writing.

**CONTRACTOR:**

JOE SWARTZ ELECTRIC CO., LTD.  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBCONTRACTOR:**

\_\_\_\_\_  
a Texas \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PERSONAL GUARANTY

For value received, the undersigned ("Guarantor") unconditionally and absolutely guarantees to Contractor the full and punctual performance of all obligations of Subcontractor, as described in the above Agreement (the Guaranteed Obligations) which are, or may become, due and owing to Contractor by Subcontractor referred to in the above Agreement, and any amendments to same, between Subcontractor and Contractor. The Obligations of the Guarantor to Contractor shall continue in full force and effect until all of Subcontractor's Obligations to Contractor are fully performed. This Continuing Guaranty covers all of the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof and is binding upon and enforceable against the Guarantor and his or her heirs, legal representatives, personal representatives, executors, administrators, assigns and successors of the Guarantor. Guarantor expressly states that he understands that the personal liability created by signing is no different than, and is joint and several with Subcontractor. Guarantor agrees to be bound by the ADR provisions set forth in the foregoing Subcontractor Base Agreement.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Signature of Guarantor

**ADDRESS:**

Print Name: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

IVY'S INCOME TAX AND INSURANCE LLC  
6727 1/2 HARRISBURG BLVD  
HOUSTON TX 77011-4431



**ACCC Insurance Company**  
**ACCC General Agency, Inc.**  
**P.O. Box 680247, Houston, TX 77268-0247**  
**(281) 919-0150 Toll Free (888) 823-0888**  
**IDENTIFICATION CARDS**

Policyholder Name and Address:

**Current Policy**

**Period From:** 2/11/2020 at: 3:38 PM

**To:** 3/13/2020 12:01AM standard time at the  
Address of the Named Insured as  
Stated Herein.

Producer Number: 4347

Producer Name and Address:

IVY'S INCOME TAX AND INSURANCE LLC  
6727 1/2 HARRISBURG BLVD  
HOUSTON, TX 77011-4431



**TEXAS LIABILITY INSURANCE CARD**  
**ACCC GENERAL AGENCY, INC.**  
**For all Policy and Claims Questions Call:**  
**888-823-0888**

**NO COVERAGE** for damage to **RENTAL VEHICLES**

Name

Date of Birth Drivers' License #

Policy Number:

Agent: 4347 Telephone: (713) 514-0064

IVY'S INCOME TAX AND INSURANCE LLC  
6727 1/2 HARRISBURG BLVD  
HOUSTON TX 77011-4431

Effective Date: 2/11/2020 At: 3:38 PM

**Named Insured:**

Expiration Date: 3/13/2020 At: 12:01 AM

Vehicles:

Year	Make	Model	VIN

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

ACCC Insurance Company

**Texas Liability Insurance Card**  
**Keep this card.**

**IMPORTANT:** You must show this card or a copy of your insurance policy when you apply for or renew your:

- Motor vehicle registration
- Driver's license
- Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of \$15 per day).

For questions about your policy, contact your agent shown on the front of this card.

**FOR CLAIMS, please call toll free at: 888-823-0888.**

**Tarjeta de Seguro de Responsabilidad de Texas**  
**Guarde esta tarjeta.**

**IMPORTANTE:** Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

- Registro del vehículo motorizado
- Licencia de conducir
- Etiqueta de inspección de seguridad para su vehículo.

También se puede pedir que usted muestre esta tarjeta o su póliza si tiene un accidente o si se la pide un oficial de policía.

Todos los conductores en Texas deben de tener un seguro de responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, podría estar sujeto a pagar una multa de hasta \$1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por hasta 180 días (a un costo de \$15 por día).

Para preguntas sobre su póliza, llame a su agente al número enfrente de esta tarjeta.

**PARA RECLAMOS, llame gratis: 888-823-0888.**

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

**DO NOT SEND THIS AGREEMENT TO TDI-DWC**

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT  
RELATIONSHIP FOR CERTAIN BUILDING  
AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-  
EMPLOYEE RELATIONSHIP FOR CERTAIN  
BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor  will withhold  will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

**Hiring Contractor's Affirmation**

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Hiring Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Hiring Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**Independent Contractor's Affirmation**

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Independent Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**The Hiring Contractor must retain the original.** A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Intellitex Business Group 8449 Gulf Fwy Suite D  Houston TX 77017		<b>CONTACT NAME:</b> Rogelio Arellano <b>PHONE (A/C No, Ext):</b> (713)378-0170 <b>FAX (A/C No):</b> (713)378-0177 <b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC # <b>INSURER A:</b> CLEAR BLUE INSURANCE COMPANY 28860 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> OSMIN WILLALOBOS/ DBA WILLALOBOS ELECTRIC 1544 GOLF LN HOUSTON TX 77023		<h1>EXAMPLE</h1>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BITX12699001	2/12/2019	2/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
JOE SWARTZ ELECTRIC CO LTD PO BOX 16430 HOUSTON, TX 77022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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## INSURANCE EXHIBIT

Before commencing any of its work under this Subcontract and until such time, as limited by Statute, there is no longer exposure to the Contractor under this Subcontract, Subcontractor shall, at its sole cost and expense, maintain in effect at all times during the full term of its Work insurance coverage that will protect Subcontractor, Contractor, General Contractor, Owner and any other party as outlined in the Prime Contract from claims which may arise out of, or resulting from, the Subcontractors operations under the Subcontract, whether such operations are performed by the Subcontractor, or by any Sub-Subcontractor employed directly or indirectly by the Subcontractor. Minimum acceptable coverages and limits are set forth below:

a. Commercial General Liability

\$2,000,000 General Aggregate,  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence

Coverage provided shall include the following:

1. Premises/Operations,
  2. Sub-Subcontractors and Independent Contractors
  3. Aggregate Limits of Insurance Per Project,
  4. Broad Form Contractual Liability not limited to, the indemnity provisions of the Contract Documents,
  5. Personal Injury Liability with Employment and Contractual exclusions removed,
  6. Broad Form Property Damage
  7. Subcontractor shall maintain General Liability coverage for itself and all Additional Insureds for the duration of the project and maintain Completed Operations Coverage for itself and each Additional Insured until each party's statutory liability has ceased.
  8. Explosion, collapse and underground, where such exposures exist, and
  9. No ISO endorsement forms GC 2294, 2295, or equivalent, which limit coverage for Subcontractors will be accepted. If policy excludes residential, habitational, roofing, plumbing or any other type of operation, then a copy of exclusion must be attached to certificate. Contractor reserves the right to reject General Liability Insurance Policies which include these exclusions.
- b. Business Automobile Liability - \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability. This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles.
- c. Workers' Compensation Statutory Limits
- |                      |                                       |
|----------------------|---------------------------------------|
| Employer's Liability | \$1,000,000 Each Accident             |
|                      | \$1,000,000 Each Employee for Disease |
|                      | \$1,000,000 Policy Limit for Disease  |

Subcontractor shall maintain during the period of the work Workers' Compensation coverage for all of Subcontractor's workers at the site of the Project, and in case any work is sublet, the Subcontractor shall require all Sub-Subcontractors similarly to provide Workers' Compensation Insurance for all their employees unless such employees are covered by the protection afforded by the Subcontractor. U.S.L. &

H. shall be provided where such exposure exists. No "alternative" form of coverage will be accepted under any condition.

d. Umbrella Liability Insurance \$1,000,000 per occurrence/\$1,000,000 aggregate in excess of coverage listed in a., b. and c. above.

e. Property Insurance – Subcontractor is required to obtain insurance in the amount of 100% replacement cost of all Subcontractor's equipment and other property; including labor to re-install said property unless Contractor provides such coverage. In either case, Subcontractor is responsible for their pro rata share of any deductible related to such policy.

Rating and Form. Subcontractor's insurance coverage must be written with insurance companies licensed to do business in the State of Texas, rated no less than A- VII as shown in the most current issue of A.M. Best's Key Rating Guide, and under forms of policies satisfactory to Contractor.

Occurrence Basis. All such policies shall be written on an Occurrence (not Claims Made) basis.

Primary & Non-Contributory. All such policies carried and maintained by Subcontractor must be endorsed to be primary to any liability insurance policies carried by Contractor and Customer with respect to Subcontractor's operations hereunder. Any insurance maintained by Contractor and/or Customer shall be excess and non-contributory. Copies of the endorsements shall be provided with the Certificate of Insurance.

Waiver of Subrogation. Waivers of Subrogation shall be provided in favor of Contractor, Customer and any other party as required in the prime contract on General Liability, Automobile, Workers' Compensation/Employers Liability, Umbrella and all other liability policies carried and maintained by Subcontractor. Copies of the endorsements shall be provided with the Certificate of Insurance

Additional Insured. Contractor, Customer and any other party as required in the prime contract shall be added as an Additional Insured on General Liability, Automobile, and Umbrella and all other liability policies carried and maintained by Subcontractor excepting Workers' Compensation/Employers Liability as their interest may appear. **Additional Insured on General Liability and Umbrella must include on-going and completed operations on forms CG2010 and CG2037, or equivalent.** This insurance for Additional Insureds shall be as broad as coverage provided to the named insured. It shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible, maintained by or provided to the Additional Insureds. Provided, however, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Subcontract, the Additional Insured status required hereunder shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or the defense of such. A copy of the Additional Insured Endorsement(s) must be attached to the Certificate of Insurance required in this agreement.

30 Days Notice. Subcontractor's General Liability, Automobile, Umbrella and Worker's Compensation/Employer's Liability policies shall be endorsed to state that Contractor will be notified at least 30 days in advance in the event of cancellation, non-renewal or material change in coverage of said policies.

None of the requirements contained herein as to types, limits or Contractor's approval of insurance coverage to be maintained by Subcontractor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Subcontractor under this Subcontract or otherwise provided by law.

In the event of any failure by Subcontractor to comply with these provisions, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Subcontractor, purchase such insurance, at Subcontractor's expense, provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Subcontractor shall bear the cost of all deductibles.

Evidence of Insurance. Evidence of insurance coverage required to be maintained by the Subcontractor, represented by Certificates of Insurance and copies of all required endorsements issued by the insurance carrier or its legal agent must be furnished to the Contractor prior to Subcontractor commencing the Work and not later than fifteen (15) days after receipt of this Subcontract. No payments shall be made to Subcontractor unless the required insurance coverages are in effect and evidence thereof has been submitted to Contractor.

Releases and Waiver. Subcontractor hereby releases, and shall cause its sub-subcontractors to release, Contractor, Customer and Owner from any and all claims or causes of action whatsoever which Subcontractor and/or its sub- subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Subcontractor and/or its sub-subcontractors pursuant to this Subcontract.

Contractor hereby waives all claims against Subcontractor for damages caused by fire or other perils to the extent of the insurance proceeds which Contractor obtains from its insurance policies; however, nothing contained herein shall prevent or limit Contractor's right to recover paid deductibles and/or excess losses.

By signing this Subcontract, Subcontractor represents to Contractor and to the respective governmental entity that all employees, subcontractor's, suppliers and vendors of Subcontractor who will provide services on the project will be covered by Worker's Compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Insurance Commission's Division of Self-Insurance Regulation (or other appropriate division).

A new certificate showing extension of coverage shall be provided if the coverage expires during the duration of the project and through the applicable warranty term.

Insurance coverage maintained by Subcontractor that exceeds the minimum requirements in this Exhibit shall be applicable to the Subcontract.

Subcontractor: Initial \_\_\_\_\_