

FAST-TRAK

CONSTRUCTION, INC.
Management • Design • Construction

Date _____

Dear Subcontractor/Supplier,

In reviewing our records, the following paperwork needs to be updated/returned. We do not have:

- General Liability and/or
- Workers' Compensation Insurances on file for you.
- Automobile Liability

Please have your insurance company mail a certificate of insurance to the address listed below. Our insurance requires that we be listed on your General Liability policy as "Additional insured". Our minimum limits are as follows:

General Liability/General Aggregate - \$2,000,000
General Liability/Products Comp/Ops - \$2,000,000
General Liability/Each Occurrence - \$1,000,000
Workers Comp - Statutory Limits
Automobile Liability - \$1,000,000

- _____ No Insurance
- _____ Your General Liability Insurance expires on _____ -(Fax/Mail)
- _____ Your Workers' Compensation Insurance expires on _____ -(Fax/Mail)
- _____ Your Automobile Liability Insurance expires on _____ -(Fax/Mail)

Please have your insurance company forward a certificate of insurance for the requested coverage by your expiration date.

- Please fill out and return the attached form DWC-85 which establishes an independent relationship between subcontractor and general contractor. Please retain a copy for your records; the original will be filed with our insurance carrier. (Fax/Mail)
- Please fill out and return the attached form W9. (Fax/Mail)
- _____ We are including a General Blanket Agreement Texas Resale Certificate for your records.
- Enclosed is 1 copy of our yearly subcontractor contract. Please execute and return for our files
- Certification Confirmation Form - Complete/Return along with copies of certificates (Hub/Minority/Woman Owned)

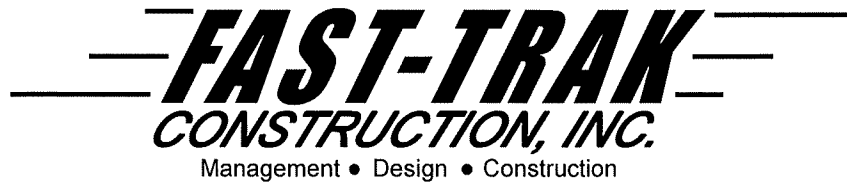
To avoid any delays in payment and to remain on our preferred subcontractor list for bidding, please mail hard copies as quickly as possible to:

Fast-Trak Construction, Inc.
14500 Trinity Blvd. #180
Ft. Worth, TX 76155-2506

Sincerely,



Joan Allen
Accounts Payables
Jallen@ftcinc.us



To Whom It May Concern:

Fast-Trak Construction, Inc. monitors vendor's certifications. Please review the options below and identify those that represent your company.

- HUB (Historically Underutilized Business)
- MBE (Minority Business Enterprise)
- WBE (Minority Woman-Owned Business Enterprise)
- DBE (Disadvantaged Business Enterprise)
- LEED (Leadership in Energy & Environmental Design)
- No Certifications

Name of Business: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____ **Cell:** _____

Main Contact Name: _____ **Email:** _____

AP Contact: _____ **Email:** _____

AR Contact: _____ **Email:** _____

Bid Contact: _____ **Phone:** _____ **Email:** _____

Certification Number(s): _____ **Expires:** _____

_____ **Expires:** _____

_____ **Expires:** _____

Please return this form along with a copy of your certificate(s) to my attention via fax at 214-638-0528 or email at jallen@ftcinc.us as quickly as possible.

If you should have any questions, please feel free to contact me at the number found at the bottom of this page. Thank you for your prompt attention to this matter.

Sincerely,

Joan Allen
Accounts Payable
jallen@ftcinc.us

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

FAST-TRAK CONSTRUCTION, INC.
14500 TRINITY BLVD. #180
FT WORTH, TX 76155-2506
PHONE: 214/638-0525 FAX: 214/638-0528

TEXAS SUBCONTRACTOR ANNUAL AGREEMENT

Agreement made as of the 1st day of January in the year 2020. Contract terminates May 31, 2021.

1. GENERAL

1.1. Parties This Subcontractor Agreement is between "Contractor," Fast-Trak Construction, Inc., 14500 Trinity Blvd, Suite 180, Ft. Worth, Texas 76155, and "Subcontractor,"

The Subcontractor is any person who has contracted with Contractor to perform or supervise the performance of the Work.

1.2. Work, Job and Job Bids This Agreement is designed to cover one or more jobs. A "job" is defined as work performed by the subcontractor at one location or building, as defined in the job bid. A "job bid" is defined as a document submitted by Subcontractor describing the scope of services to be performed for a job and cost of those services, including materials. All the job bids collectively are referred in this Agreement as "Work.". The job bid is to be in accordance with the Plans and Specifications for the project being bid and the work is to be performed according to the Plans, Specifications and Contract Documents for the Subcontractor's specific trade for the project being bid. These job bids are attached sequentially in Exhibit C. All the terms of this Agreement are incorporated into each job bid.

1.3. Amount of Payment and Method of Payment The Contractor shall pay the Subcontractor the cost contained in the job bid according to the terms contained in Exhibit B.

2. CONTRACTOR

2.1. Services Provided by the Contractor *The Contractor shall:*

- a) provide a work environment that enables the Subcontractor to perform its work without unreasonable interference;
- b) respond promptly to submittals made by the Subcontractor in accordance with this Agreement; and
- c) notify Subcontractor promptly of subsequent changes in the construction, submittal schedules, additional scheduling details and any other information that affects this Agreement.

2.2. Communications Although the Contractor may from time to time give instructions to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers (unless such persons are designated as unauthorized representatives of the Subcontractor), the Parties agree that Subcontractor remains at all times responsible for the safety of all persons, agents, or firms working at or for Subcontractor. Contractor and Subcontractor specifically agree that this communication, if any or to the extent it may occur, does not amount to supervision and does not alter or modify section 3.2.

2.3. Contractor's Remedies upon Default If the Subcontractor fails to comply with any term of this Agreement, and fails, within twenty-four (24) hours after receipt of actual notice from the Contractor (whether oral or written), to remedy such default, the Contractor may terminate this Agreement and may remedy the default and deduct such costs from payments due to Subcontractor. Termination by Contractor must be written. By exercising this remedy, Contractor will not prejudice its right to pursue any other remedy the Contractor may have under this Agreement or otherwise. Upon receiving such a notice of termination, Subcontractor will cease all work immediately, except any work which Contractor tells it, in writing, to complete. Contractor and Subcontractor additionally agree that Subcontractor's default on any one "job" (as that term is described in 1.2 and/or attached to or identified in Exhibit C) constitutes a default on all jobs applicable to Subcontractor, although Contractor may at its sole option elect to not consider Subcontractor in default of all jobs.

2.4 Termination Without Cause In its sole discretion Contractor may summarily terminate this Agreement without cause upon three (3) days written notice to Subcontractor. In the event Contractor exercises this option Contractor shall pay Subcontractor all sums due Subcontractor for work performed by Subcontractor less any costs incurred by Contractor associated with remedying any defective or unsatisfactory work performed by Subcontractor.

3. SUBCONTRACTOR

3.1. Services Provided by the Subcontractor The Subcontractor shall:

3.1.1. supervise and direct the workers performing Subcontractor's Work;

- a) take necessary precautions to protect properly the work of other subcontractors from damage caused by Subcontractor's operations under this Agreement.
- b) comply with the Contractor's work schedule to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or Owner's own forces;
- c) notify Contractor of any issues that will hinder Subcontractor from complying with 4.1;
- d) provide all equipment necessary to complete Subcontractor's Services, unless otherwise agreed in writing by Contractor, i.e., Subcontractor will not use any of Contractor's equipment unless it has permission in writing from Contractor;
- e) provide shop drawings, product data, samples and similar submittals required by this Agreement and related documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors;
- f) furnish to the Contractor periodic progress reports on the work of this Agreement, if requested, as mutually agreed;
- g) give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Subcontractor's Work, including securing and paying for the necessary permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Services (**Subcontractor will provide Contractor copies of all such notices, permits or other documents indicating compliance with applicable laws, etc.**); and
- h) furnish satisfactory evidence, when requested by the Contractor, to verify payment of materials, equipment and labor billed to Contractor.

3.2. Texas Worker's Compensation, Etc. The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Agreement. Subcontractor shall not elect to opt out of any worker's compensation laws, but will provide such coverage for every worker it is responsible to supervise. Subcontractor acknowledges that it will secure all necessary workers' compensation insurance

coverage regardless of whether the Subcontractor employs five (5) or less than five (5) employees. Proof of all above to Contractor shall be required before any payments to Subcontractor will be made.

3.3. Insurance and Bonds

a) Prior to starting the Subcontract work, the subcontractor shall procure and maintain in force statutory Workers' Compensation Insurance for all of Subcontractor's employees at the project site, Employers Liability Insurance with \$500,000 coverage (each section), Commercial General Liability Insurance (including XCU coverage by subcontractors involved in utility work, excavation, mechanical, electrical and/or plumbing work), Automobile Liability Insurance covering all Owned Vehicles and Hired or Non Owned Automobiles, and such other insurance, to the extent required by the Contract Documents for the Subcontract Work. Unless otherwise provided in this Agreement by Exhibit, the Subcontractor's Commercial General and Automobile Liability Insurance, as required by this provision shall be written for not less than limits of liability as follows:

Commercial General Liability	
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate (per project)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
Comprehensive Automobile Liability	
\$1,000,000	Combined Single Limit

- (if checked) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

b) The Commercial General Liability Policy shall contain broad form blanket contractual liability coverage, products/completed operations coverage, and an endorsement listing the Owner and Contractor as additional insured, with coverage on a primary basis for the additional insured (not contributory). Commercial General Liability Insurance may be arranged under a single policy for the full limits required by a combination of underlying policies with the balance provided by an Excess or Liability policy.

All policies providing coverage for work under this subcontract shall contain a waiver of subrogation endorsement in favor of Owner, Contractor and their employees. Where appropriate, Subcontractor shall execute a joint agreement to be filed with the Workers' Compensation Commission stating the Subcontractor is an independent contractor.

d) Prior to starting the Subcontract Work, the Subcontractor shall deliver to Contractor an original Accord Certificate of Insurance acceptable to Contractor which evidences the coverages and endorsements required herein and which states that the coverages afforded under the policies will not be canceled, terminated or materially modified unless at least 30 days written notice is given to the Contractor. If Subcontractor subcontracts any portion of the Subcontract Work, Subcontractor shall deliver to Contractor for each of Subcontractor's subcontractors or employee leasing/staffing companies, an original Accord Certificate of Insurance, which evidences the same coverages and endorsements, required herein. Upon request from Contractor, Subcontractor shall deliver a copy of all policies of insurance required herein. Proof of all above to Contractor shall be required before any payments to Subcontractor will be made.

- e) Subcontractor will provide a Performance Bond, if required by contractor and specifically disclosed to subcontractor prior to bid.
- f) Subcontractor shall maintain such insurance policies as will protect and insure both Contractor and the Subcontractor from all claims asserted against Contractor or Subcontractor for damages because of bodily injury or death of an employee of Subcontractor which may arise out of and/or relate to the performance of the Parties under this Agreement or after completion thereof and as required under Section 3.7.1. Subcontractor shall furnish Contractor with Certificates of Insurance for liability and Workers Compensation and name Fast Trak Construction as an additional insured under such policies in the form and manner required under Texas law. The applicable coverage period for Fast-Trak Construction under such additional insured policies shall be for a specified term of no less than two (2) years and one (1) day past the date that a Certificate of Occupancy is issued for the applicable Project or no less than two (2) years and one (1) day past the date when Owner occupies the Project.
- g) Subcontractor shall require any sub-subcontractor that performs any Work related to the Project to maintain such insurance policies as will protect and insure Fast-Trak Construction from all claims asserted against Contractor or Subcontractor for damages because of bodily injury or death of an employee which may arise out of and/or relate to the performance of the Parties under this Agreement or after completion thereof. Sub-subcontractor shall furnish to Subcontractor the applicable Certificates of Insurance for liability and Workers Compensation which name Fast Trak Construction as an additional insured under such policies in the form and manner required under Texas law. The applicable coverage period for Fast-Trak Construction under such additional insured policies shall be for a specified term of no less than two (2) years and one (1) day past the date that a Certificate of Occupancy is issued for the applicable Project or no less than two (2) years and one (1) day past the date when Owner occupies the Project.
- h) The only additional insured endorsements that are compliant with the requirements set forth in Sections 3.3f and 3.3g and acceptable to Contractor is by providing (i) "Completed Operations" coverage using form CG 2037 07/04 ("Additional Insured Endorsement") and (ii) "Current Operations" coverage using form CG 2010 7/04. Copies of the Additional Insured Endorsements are attached hereto as Exhibit D.
- i) If Subcontractor ceases on-going operations for any reason during the operative dates of this Agreement then Subcontractor shall purchase discontinue operations coverage satisfactory to Contractor. In such event Subcontractor shall give written notice to Contractor that contains (i) the date Subcontractor ceased operations, (ii) the name, address, and telephone number of Subcontractor's insurance agent, and (iii) a copy of the applicable discontinue operations coverage.

3.4. Safety Precautions and Procedures

The Subcontractor shall take reasonable safety precautions with respect to performance of this Agreement, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site. Contractor and Subcontractor agree that Contractor will not actively participate in the direct supervision of the work performed by Subcontractor's employees and that merely by virtue of its limited supervisory capacity that Contractor does not owe any duty of care to the employees of Subcontractor. The Parties further acknowledge that any construction site is inherently a dangerous setting and that Subcontractor is in the best position to

observe, discover, and eliminate any dangerous or unsafe condition which might arise during the performance of Subcontractor's work hereunder. Subcontractor has the right to stop any unsafe work. Further Subcontractor represents that he has had an opportunity to examine this Agreement and the applicable Prime Contract, if any, and has fully acquainted himself with the general conditions, topography, obstructions, the site of the Work and its surroundings; that he has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work in a safe manner; that any work performed hereunder or any statements of information made or furnished by Contractor or its representatives notwithstanding, Subcontractor assumes full and complete responsibility for any such conditions pertaining to the Work, the site of the Work or its surroundings and all risks in connection therewith.

3.5. Hazardous Substance Notification If Subcontractor, a sub-subcontractor or anyone directly or indirectly employed by them, is using on the construction site any hazardous substances of a type of which an employer is required by law to notify its employees, the Subcontractor shall, prior to harmful exposure of the anyone on the work site to such substance, give written notice of such use to the Contractor in sufficient detail and time to permit the Contractor's compliance with such laws.

3.6. Maintaining Clean Work Site The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors. If the Subcontractor fails to clean up as provided in this Agreement, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

3.7. Warranty The Subcontractor warrants, for one year after the Work is completed, to the Contractor that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by this Agreement, that the Work of this Agreement will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This Warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement.

3.7.1. INDEMNIFICATION

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING , BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE.

(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SUBCONTRACTOR OR ANY OF ITS SUB-SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF CONTRACTOR AND SUBCONTRACTOR THAT IN SUCH EVENT THE SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF SUBCONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUB-SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

(C) IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT.

3.7.2. Subrogation Waiver Contractor and Subcontractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire, personal injury or other perils or causes of loss to the extent covered by insurance obtained pursuant to Section 3.3(f) and 3.7.1 or other insurance applicable to the Project. Contractor and Subcontractor and other associated parties waive all rights against each other, against each of their agents and employees, and against each of their agents and employees and against separate contractors and their subcontractors of all tiers, agents or employees, for damages caused by fire, personal injury, or other perils or causes of loss to the extent covered by insurance obtained pursuant to this Agreement or any other insurance applicable to the Project. The applicable policy of insurance which names Contractor as an additional insured as required by this Agreement shall be endorsed to waive the carrier's right of recovery under subrogation against Contractor, Subcontractor and associated other parties insured by the applicable policy. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged or injury sustained.

3.7.3. INDEMNIFICATION/HOLD HARMLESS FOR IMMIGRATION RELATED MATTERS SUBCONTRACTOR REPRESENTS AND WARRANTS TO CONTRACTOR THAT SUBCONTRACTOR IS IN COMPLIANCE WITH, AND SHALL REMAIN IN COMPLIANCE WITH, THE PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (THE "ACT") AND ALL OTHER FEDERAL, STATE, AND/OR LOCAL IMMIGRATION STATUTES/ORDINANCES, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE ACT PROHIBITING HIRING AND CONTINUED EMPLOYMENT OF

UNAUTHORIZED ALIENS, REQUIRING VERIFICATION AND RECORD KEEPING WITH RESPECT TO IDENTITY AND ELIGIBILITY FOR EMPLOYMENT, AND PROHIBITING DISCRIMINATION ON THE BASIS OF NATIONAL ORIGIN, UNITED STATES CITIZENSHIP, OR INTENDING CITIZEN STATUS. SUBCONTRACTOR AGREES TO INDEMNIFY CONTRACTOR AND TO HOLD CONTRACTOR HARMLESS FROM ALL LIABILITY, INCLUDING LIABILITY FOR INTEREST AND PENALTIES, CONTRACTOR INCURS WHICH RESULTS FROM OR IS ATTRIBUTABLE TO SUBCONTRACTOR'S FAILURE TO COMPLY WITH ANY PROVISIONS OF THE ACT AND/OR APPLICABLE FEDERAL, STATE, AND/OR LOCAL IMMIGRATION STATUTE/ORDINANCE, INCLUDING REIMBURSING CONTRACTOR ANY MONIES EXPENDED BY CONTRACTOR IN PARTICIPATING IN OR RESPONDING TO ANY INVESTIGATION/SUIT/CIVIL OR CRIMINAL IMMIGRATION MATTER INVOLVING SUBCONTRACTOR.

3.8 Subcontractor shall maintain at all times strict discipline among his employees, sub-subcontractors and agents, and agrees not to employ or subcontract for Work on any project any person unfit or without sufficient skill to perform the job he is contracted to do. Subcontractor warrants and agrees that all of Subcontractor's employees, sub-subcontractors and agents who will be performing Work contemplated by this Agreement will be of legal age and otherwise legally authorized to perform such Work. Subcontractor warrants that all his employees, sub-subcontractors and agents are at least eighteen (18) years old and legally authorized to perform the Work and that he will not allow or hire any employees, sub-subcontractors or agents under eighteen (18) years of age or not legally authorized to perform the Work contemplated under this agreement. Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Subcontractor will comply with all provisions of the 1970 Occupational Safety and Health Act (OSHA) and all related rules and regulations. Subcontractor agrees to assume full responsibility for all acts, negligence or omissions of any of Subcontractor's employees, agents, sub-subcontractors and their employees, and for all other persons doing work under any oral or written contract between Subcontractor and any third parties.

4. OTHER TERMS CONCERNING WORK

4.1. Sub-subcontractors If necessary, Contractor may allow the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Agreement. Subcontractor agrees that it will not use, and that Contractor shall not approve of, any Sub-subcontractor to perform Work on any Project unless Subcontractor executes a written contract with Sub-subcontractor which (i) fully incorporates this Agreement into the written contract between Subcontractor and Sub-subcontractor and (ii) contains a provision whereby Sub-subcontractor agrees to be bound by all of the terms and conditions of this Agreement. In such cases, Subcontractor and Sub-subcontractor will be mutually bound to perform the work performed by the Sub-subcontractor.

4.2. Modification of Documents and Work Order Changes to a Specific Job Bid After a job bid is accepted; it may only be modified in writing. If the Contractor requests the change, the Contractor will notify Subcontractor of the changes requested. Upon such notification, Subcontractor will promptly prepare and give to Contractor any modifications to any documents, including work schedules, submitted by Subcontractor, along with any additional costs caused by the changes.

If Subcontractor requests changes, it will submit in writing to Contractor the reason for the requested change, any modifications to any documents, including work schedules, submitted by Subcontractor reflecting the changes and any additional costs caused by the changes

If Contractor approves of submitted modifications and the additional costs, it will sign the modified documents and they will replace or modify, as appropriate, the previous documents. Such written approval by Contractor shall be required before Subcontractor does any changed work.

4.3. Additional Job Bids Accepted Subcontractor may bid on any job during the term of this agreement. Each accepted job bid will be attached to Exhibit C of this Agreement. Adding an accepted job bid will not be treated as a modification of this Agreement.

4.4. Assignment of the Agreement Contractor may assign this Agreement to anyone, provided they agree to comply with the terms of this Agreement. Subcontractor may not assign its construction obligations, nor subcontract its construction responsibilities under this Agreement without written permission from Contractor. It may hire subcontractors to perform part of the work required, provided it is on site supervising the subcontractors.

4.5. Subcontractor represents to Contractor that it has not sold or assigned its receivables that will be due under this Agreement to a third party assignee (factoring company) and does not now anticipate selling its receivables due under this Agreement to a third party assignee during the term of this Agreement. If Subcontractor assigns the receivables due it under this Agreement to a third party assignee (factoring company), Subcontractor agrees to immediately give written notice of such assignment to Contractor, and to contemporaneously tender to Contractor a copy of all correspondence between Subcontractor and such assignee/factoring company, including a copy of the applicable contract(s) between Subcontractor and its assignee/factoring company

4.6. Subcontractor agrees to make no claim against Contractor for damages for the delay in the performance of this Agreement occasioned by any act or omission to act of the Contractor or any of its representatives, agents or employees. Subcontractor agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work provided herein.

4.7 Subcontractor shall bear sole responsibility and costs incurred for all matters related to the inspection, verification, and acceptance of field/site conditions related to the applicable scope of work and Project unless, within 24 hours of discovering a site or field condition which Subcontractor deems unacceptable Subcontractor provides written notice to Contractor of such alleged condition. Subcontractor shall not begin any work if Subcontractor determines that unacceptable field/site conditions exist.

4.8 At all times during the performance of any Work under this Agreement, Contractor shall be entitled to retain ten percent (10%) of each payment for Work satisfactorily performed and/or delivered and, if Contractor elects to do so, the retained funds shall be paid to Subcontractor thirty-five (35) days after the date of final acceptance of the Work by Owner or Contractor and Contractor's receipt of valid lien waivers executed by Subcontractor and all of Subcontractor's sub-subcontractors, laborers, and suppliers. This retainage amount may be withheld pursuant to §53.101 *et seq.* of the Texas Property Code.

5. MISCELLANEOUS TERMS

5.1. Amendment No change or modification of this Agreement shall be valid unless it is put in writing and signed by all of the parties bound by this Agreement. However, Section 1.01 may be amended as necessary to keep the addresses current. Each party shall be given notice of any amendment of any Section of this Agreement.

5.2. Attorney's Fees Should any party seek to enforce any of the terms, provisions, or obligations assumed in this Agreement, the prevailing party shall be entitled to be reimbursed for his reasonable expense, including, but not limited to, reasonable attorney's fees, incurred as a result of such action.

5.3. Choice of Law This Agreement shall be construed according to the laws of the State of Texas, entirely independent of the forum in which this Agreement or any part of it may come up for construction, interpretation, or enforcement.

5.4. Construction When construing this Agreement, no presumption shall be made in favor or against either party based on which party prepared the Agreement

5.5. Dispute Resolution The parties agree that it is in their best interest to resolve any dispute without litigation. Therefore, any dispute under this Agreement will be resolved by submitting such dispute to mediation. If the mediation does not resolve the dispute, then the matter will be submitted to binding arbitration. A mutually acceptable mediator or arbitrator(s) will conduct the mediation and arbitration. Unless the parties agree to use other rules, the arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable state arbitration statute. Such claims, disputes or causes of action include, but are not limited to, those arising out of or relating to this Agreement, including the negotiation, formation, subject matter, breach, cancellation or termination hereof. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. The parties agree that these methods will be the sole remedy for any controversy or claim arising under this Agreement. They expressly waive their right to file a lawsuit in any civil court against another party to this Agreement except to enforce an arbitration decision.

5.6. Entire Agreement The Agreement, including Exhibits and the documents listed therein, represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral. There are no representations, promises, covenants, or undertakings other than those contained in this Agreement.

5.7. Execution This Agreement shall become effective as to each party when executed by such party or his representative, but no party shall be entitled to claim a benefit under this Agreement unless such party or his representative has executed this Agreement.

5.8. Execution of Further Documents Each of the parties agrees to execute any documents and to do all acts necessary or appropriate to the performance by any party of his duties and obligations under this Agreement.

5.9. Gender When the context requires, pronouns of any gender shall mean and include the masculine, feminine or neuter, and singular nouns and pronouns shall mean and include the plural.

5.10. Heirs Bound This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assigns, and legal representatives.

5.11. Notice All notices and other documents, which this Agreement requires to be sent to either party, shall be sent to the addresses listed in Section 1. 1.

5.12. Remedies Cumulative All specific remedies provided for in this Agreement shall be cumulative; they shall not be exclusive of one another or of any other remedies available in law or equity.

5.13. Severability If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, except as otherwise provided in this Agreement.

5.14. Time is of the Essence With respect to the obligations of both the Contractor and the Subcontractor; time is of the essence of this Agreement.

5.15. Waiver No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties affected by the waiver. No waiver by any party of a breach or a default shall be deemed a waiver by such party of a subsequent breach or default of like or similar nature.

5.16. Venue The parties agree that the venue for any arbitration or other lawsuit or claim shall be filed in Dallas, Dallas County, Texas.

Contractor: Fast-Trak Construction, Inc.



Anna L. Cicur, CEO

Subcontractor

Print Name and Title

EXHIBIT A

General Terms and Guidelines Applicable to All Subcontractors of Fast-Trak Construction, Inc.

Subcontractors, Subcontractor's employees, and Sub-subcontractors shall be courteous to Owner and Owner's employees, client and client's employees, by not using foul language or wearing clothing with sexual, violent, or other offensive messages. No loud radios or yelling in occupied spaces. Smoking is only permitted outside during breaks, and each person must properly dispose of his waste.

Subcontractor must strive for a safe worksite. Any employee of Subcontractor under the influence of alcohol, inhalants, (illegal) drugs, (prescription) drugs, or any other item that would jeopardize the safety of the employee or others will be removed from the worksite on first offense. Second offense would mean banishment from all Fast-Trak Construction, Inc. projects. The Contractor, Owner, or Subcontractor has the authority to remove this subcontractor or subcontractor's employee from the worksite.

Upon request, Subcontractor agrees to provide Fast-Trak Construction, Inc. with the supplier's name, contact person, and phone number used for a particular project.

EXHIBIT B

Method of Payment to Subcontractor

1. Contractor will pay Subcontractor *within seven days of receipt of payment* from Owner or according to previously agreed upon terms. Payment being dependent upon work being completed to Contractor's satisfaction. Payment by Contractor to Subcontractor is additionally conditioned upon Subcontractor providing an affidavit of payment and completion of work in accordance with applicable law. As noted in Section 4.8, 10% retainage may be withheld. At the discretion of the Contractor joint checks may be issued to the Subcontractor and his suppliers/subcontractors.
2. Contractor will make the final payment to Subcontractor upon Subcontractor furnishing written lien releases, or other satisfactory evidence that there are no outstanding claims against Subcontractor or anyone hired by it if required.
3. Checks are cut on Wednesday and Fridays, available for pick-up after 3:30 pm.
4. Joint checks are cut on Monday and Thursdays, available for pick-up after 3:30pm.

EXHIBIT C

Scope of Services Provided by Subcontractor