



Integrated Construction Solutions, Inc.

DBA: ICS Construction

4506 Martha Ave, Sachse, TX 75048

214-210-1113 www.icsonstructionusa.com

THIS DOCUMENT is a binding contract which will serve as a blanket agreement for and between ICS CONSTRUCTION and the undersigned referred to hereafter as Subcontractor. By signing, Subcontractor and ICS CONSTRUCTION agree to the terms set forth herein. This agreement shall remain in force from the date of this document and from year to year, unless a change is agreed to in writing by both ICS CONSTRUCTION and Subcontractor. Both parties agree to the following:

GENERAL PERFORMANCE - All work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the plans and specifications for each job and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed under this contract.

INDEPENDENT CONTRACTOR - ICS CONSTRUCTION and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of ICS CONSTRUCTION.

TIME - The Subcontractor agrees to promptly begin work as soon as notified by ICS CONSTRUCTION and to complete the work in a professional and workmanlike manner within a reasonable period of time once work is commenced and in any event by the deadlines established by ICS CONSTRUCTION in writing. Subcontractor shall cooperate with other trades who are also on the jobsite so that each may reasonably complete their respective work within the required time frames and Subcontractor shall in any event complete Subcontractor's work within a time that will allow any other trade whose work depends on the completion of Subcontractor's work to also timely complete its work. At all times, the Subcontractor shall provide competent supervision, a sufficient number of skilled workers and adequate and proper materials to maintain ICS CONSTRUCTION'S work schedule. Subcontractor warrants to ICS CONSTRUCTION that he has all proper and necessary licenses and permits to perform the services contracted for by ICS CONSTRUCTION. If ICS CONSTRUCTION determines that Subcontractor's work does not conform to the provisions of the Drawings and Specifications, or that the work is not appropriate quality, ICS CONSTRUCTION shall advise Subcontractor, and if Subcontractor does not correct such defects or errors on ICS CONSTRUCTION'S time table, ICS CONSTRUCTION shall have the right to correct the defects and to charge back the Subcontractor the cost of such corrections.

EXTRAS - No deviations from the work specified in the contract will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required.

ASSIGNMENT - No assignment of this subcontract agreement by Subcontractor is permitted without prior written permission for ICS CONSTRUCTION.

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INSURANCE.

a) It is understood and agreed that it has been the practice of the Contractor to carry Builders Risk Fire Insurance in the amount of its estimate of full insurance to insurable value, including Subcontracts. To the extent that such insurance is carried by the Contractor on the Prime Contract, the Subcontractor will have an interest on the insurance policy; however, the provisions of this section do not make it mandatory upon the Contractor to carry any insurance whatsoever for the benefit of the Subcontractor. Subcontractor agrees it will assume the responsibility to determine whether Builders Risk Insurance is in force. In the event the Contractor should elect to carry Builder's Risk Insurance, and only in such event, the Contractor agrees to submit immediately, for the purpose of determining values under the insurance coverage, a complete breakdown showing labor, tools, equipment, or any other thing or article of value, the cost of which is included in the Subcontract Price stated in this Subcontract.

Subcontractor shall not commence work under this Subcontract Agreement until Subcontractor has obtained insurance with limits no less than those required under Subsection (c) below.

b) Subcontractor shall not commence Work at the site under this Subcontract Agreement until it has obtained all required insurance and until such insurance has been approved by Contractor. Approval of the insurance by Contractor shall not relieve or decrease the liability of Subcontractor hereunder. Certificates of insurance shall be filed with Contractor prior to commencing Work, together with a copy of the "Forms and Endorsements" page of the insurance policy. A copy of the "Waiver of Subrogation Endorsement" shall be attached to each certificate for each policy to which "Waiver of Subrogation" applies. Failure to furnish either satisfactory insurance or required certificates within 10 days of notice to proceed shall not be considered cause for modification of any contractual time limits. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the Company must be acceptable to Contractor. Subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include an endorsement (and a copy of the endorsement attached to the certificate of insurance) to the effect

that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after Contractor has received written notice as evidenced by return receipt of registered or certified letter. Subcontractor shall incorporate all provisions of this Section 9 into its subcontracts, so all sub-subcontractors have the above same coverage and provisions. All Certificates shall be "per project" and the project name is to be listed in description area of certificates.

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- c) Kinds of Insurance:
- i. Worker's Compensation and (if approved in advance by Contractor) Employer's Liability Insurance.
 - a. Worker's Compensation coverage shall be as required by applicable statute.
 - b. Employer's Liability shall have minimum limits of
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee

Subcontractor shall require sub-subcontractors to provide Workmen's Compensation and Employer's Liability Insurance with the same minimum limits. A Waiver of Subrogation in favor of Contractor is required on all Workers Compensation policies and must be indicated as such on insurance certificates. The Workers Compensation Insurance shall list where the Work is to be performed and shall cover liability arising out of the Subcontractor's employment of workers and anyone for whom the Subcontractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.

- ii. Commercial General Liability Insurance.
 - a. Occurrence Form CG 0001 1001 or later.
 - b. Limits of Insurance
 - General Aggregate \$2,000,000
 - Product/Completed Operations Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
 - Personal and Advertising Limit \$1,000,000

Policy shall not have a Contractual Liability limitation. The Additional Insured Endorsements on the Commercial General Liability policy will provide coverage for on-going operations and completed operations for at least ten (10) years following completion of and acceptance of the Work. This policy will include a Waiver of Subrogation in favor of Contractor. The Commercial General Liability Policy shall be an occurrence form using the ISO CG 00 01 (04-13 ed) or its equivalent, and shall cover liability arising from premises, operations, contractual, independent contractors, products-completed operations and personal and advertising injury. To the fullest extent permitted by law, Contractor, Owner and their respective officers, directors, shareholders, employees, agents, successors and assigns, and any other person or entity that Contractor is required to name as an additional insured in the General Contract, shall be included as additional insureds on a primary and non-contributory basis.

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iii. Business Automobile Insurance.

- a. Liability \$1,000,000
- b. Hired & Non-Owned Auto \$1,000,000

Policy shall have Additional Insured Endorsement and Waiver of Subrogation Endorsement in favor of Contractor. The Business Automobile Liability Policy should be written to provide liability coverage for owned, non-owned and hired automobiles and shall be endorsed to include Contractor on a primary and non-contributory basis. Contractor and Owner shall be added as an additional insured using form CA 2048-Additional Insured or an endorsement providing equivalent coverage.

iv. Umbrella Liability insurance as excess of limits of liability and coverage's above.

- a. Occurrence Form.
- b. \$2,000,000 each occurrence limit; \$2,000,000 aggregate limits

Umbrella Coverage shall be on an "occurrence" basis and shall be excess over and be no less broad than the underlying insurance required of Subcontractor. The excess/umbrella insurance shall be endorsed to be primary and non-contributory to any liability insurance, whether primary, excess/umbrella, held by Contractor. Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.

v. Subcontractor shall provide coverage for their materials through an Installation Floater until the work has been accepted by the Contractor. The Contractor and Subcontractor waive all rights against each other and the Owner for loss or damage to the extent covered by Installation Floater or Builders Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

The Subcontractor specifically agrees and undertakes (as a condition precedent to its right to proceed) to furnish certificates of insurance evidencing the types of coverage required herein to the Contractor in form, content and number as specified by Contractor prior to commencing Work on the Project site.

d) Subcontractor agrees to have Contractor and Owner named as "additional insured" on all policies except for Workers Compensation.

The additional insured endorsement(s) will be the CG 20 10 10 01 and CG 20 37 10 01 or CG 20 33 10 01 and CG 20 37 10 01 or an equivalent endorsement providing coverage for ongoing operations and products/completed operations. Copies of the endorsements shall accompany

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e) The Subcontractor waives all rights against the Contractor and Owner for damages, including but not limited to the right of subrogation, caused by fire, theft, destruction, fungal growth or other peril or casualty loss except to the extent that such loss is covered by this Section or any other Property or Builder's Risk insurance applicable to the Work.

f) Subcontractor shall maintain all insurance coverages required by this Subcontract Agreement in force for the longer of (a) the statutory period of repose in the state where the Work is performed; (b) the statutory period of limitations for such claims in the state where the Work is performed; or (c) ten (10) years from the date of transfer to the Owner of the improvements that include the Subcontractor's Work.

g) Notwithstanding anything to the contrary, the insurance provisions in this Subcontract Agreement, including but not limited to the additional insured requirements, are intended to comply with Chapter 151 of the Texas Insurance Code and shall be read as broadly as permitted to satisfy that intent. It is agreed that with respect to any legal limitations now or hereafter in effect and affecting the validity and enforceability of the additional insured obligations under this Subcontract Agreement, such legal limitations are made a part of the additional insurance obligation to the minimum extent necessary to bring the insurance provisions into conformity with Chapter 151 of the Texas Insurance Code, and as so modified, the additional insured obligations shall continue in full force and effect.

h) Subcontractor shall be responsible for payment of any deductible for policies purchased by it, and shall be responsible for any deductibles for any Builder's Risk/Course of Construction Insurance ("Builder's Risk") claim regardless of whether such coverage is procured by the Owner, Contractor or Subcontractor. For Builder's Risk claims, Subcontractor shall be responsible for payment of the deductible in proportion to its percentage of the entire loss (covered under the Builder's Risk Policy), as calculated prior to the application of the policy deductible, or proportionate to its responsibility for the event giving rise to the claim.

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i) Breach of Insurance Requirements: Subcontractor's failure to obtain and maintain insurance coverages as outlined in this Subcontract shall constitute a material breach of the Subcontract or any Project Specific Work Release. In such event, in addition to any and all other rights and remedies contained in the Subcontract or Project Specific Work Release, (i) Contractor may, at its option terminate the Subcontractor for default; (ii) Contractor may, at its option, purchase such coverage and back charge the premium and associated costs to Subcontractor; (iii) Contractor may, at its option, withhold any funds due to the Subcontractor under this Subcontract or any Project Specific Work Release until they meet the insurance requirements outlined in this Subcontract; and/or (iv) any of the Indemnified Parties or Additional Insureds can require that Subcontractor pay for all attorney's fees, expenses and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under Subcontractor's insurance program, but for a breach by Subcontractor. Furthermore, to the extent of their respective interests, the insurers of those entities that were to be included as Additional Insureds are deemed to be third-party beneficiaries of the insurance procurement obligation and as such have the same rights against the breaching parts as the Indemnified Parties or Additional Insureds.

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INDEMNIFICATION -

A) SUBCONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN SECTION IO(B) BELOW, INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS CONTRACTOR, EACH PROJECT AND OWNER, AND OWNER'S CONSTITUENT PARTNERS, MEMBERS AND LENDERS, ALL SUBSIDIARY OR PARENT COMPANIES OF THE OWNER. OWNER'S REPRESENTATIVES. AND ALL OF THE FOREGOING PARTIES' EMPLOYEES, PARTNERS, MEMBERS, STOCKHOLDERS, OFFICERS AND DIRECTORS AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY CLAIMS, DEMANDS, DEBTS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES. COSTS, EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES, AWARDS, COURT COSTS, PENALTIES, FINES OR JUDGMENTS (COLLECTIVELY, "CLAIMS"), RESULTING FROM OR ARISING OR ALLEGED TO HAVE ARISEN OUT OF OR IN ANY WAY RELATED TO: (1) BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, INCLUDING LOSS OF USE OF SUCH PROPERTY, ARISING OUT OF THIS SUBCONTRACT OR THE SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY FAULT. NEGLIGENT ACT OR OMISSION OF THE SUBCONTRACTOR, ANY OF ITS SUB-SUBCONTRACTORS, ANY OF THEIR SUB-SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THE FOREGOING PARTIES OR ANYONE FOR WHOSE ACTS SUCH PARTIES MAY BE LIABLE; (2) ACTUAL OR ALLEGED FAILURE OF SUBCONTRACTOR OR ITS SUB- SUBCONTRACTORS OR SUB-SUBCONTRACTORS TO COMPLY WITH APPLICABLE LAW, APPLICABLE CODES AND STANDARDS OR SAFETY REQUIREMENTS UNDER THIS SUBCONTRACT; (3) ACTUAL OR ALLEGED CONTAMINATION OR POLLUTION ARISING OUT OF ACTS OR OMISSIONS OF SUBCONTRACTOR'S OR ANY SUB-SUBCONTRACTOR'S USE, HANDLING OR DISPOSAL OF HAZARDOUS MATERIALS ON THE PROJECT SITEOR ANY OTHER PROPERTY; (4) FAILURE OF SUBCONTRACTOR TO MAKE PAYMENTS TO ANY SUB-SUBCONTRACTOR IN ACCORDANCE WITH THE RESPECTIVE SUB- SUBCONTRACT; OR (5) ANY AND ALL LIENS, STOP NOTICES AND CHARGES OF EVERY TYPE. NATURE, KIND OR DESCRIPTION WHICH MAY AT ANY TIME BE RECORDED AGAINST ANY PROJECT, OR ANY PORTION THEREOF, AS A CONSEQUENCE OF ACTS OR OMISSIONS OF THE SUBCONTRACTOR, THE SUBCONTRACTOR'S AGENTS, SERVANTS, EMPLOYEES, SUB-SUBCONTRACTORS, OR ANY OR ALL OF THEM PROVIDED SUCH CLAIMS ARE NOT DUE TO A DEFAULT BY THE CONTRACTOR OF ANY OF ITS PAYMENT OBLIGATIONS UNDER THE SUBCONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNIFICATION WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN SUB-SUBPARAGRAPHS IO(B) THROUGH IO(G) BELOW.

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BJ NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE OF THE SUBCONTRACTOR, OR OF ANY AGENT OF THE SUBCONTRACTOR, OR ANY OF ITS SUB- SUBCONTRACTORS, ANY OF THEIR SUB-SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THE FOREGOING PARTIES OR ANYONE FOR WHOSE ACTS SUCH PARTIES MAY BE LIABLE 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 OF THE INDEMNIFIED PARTIES, IT BEING THE EXPRESS INTENT OF CONTRACTOR AND SUBCONTRACTOR THAT IN SUCH EVENT, THE SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES 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 THE SUBCONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUB- SUBCONTRACTORS, ANY OF THEIR SUB-SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THE FOREGOING PARTIES OR ANYONE FOR WHOSE ACTS SUCH PARTIES MAY BE LIABLE.

C) THE SUBCONTRACTOR SPECIFICALLY OBLIGATES ITSELF TO THE CONTRACTOR AND OWNER IN THE FOLLOWING RESPECTS, TO-WIT: (1) TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST AND SAVE THEM HARMLESS FROM ANY AND ALL CLAIMS FOR ANY ALLEGED OR ACTUAL INFRINGEMENT OR VIOLATION OF ANY PATENT, PATENT RIGHT, COPYRIGHTS OR TRADEMARKS OR OTHER INTELLECTUAL PROPERTY, OR ANY IMPROPER USE OF CONFIDENTIAL INFORMATION OR OTHER PROPRIETARY RIGHTS THAT MAY BE ATTRIBUTABLE TO SUBCONTRACTOR OR ANY SUB-SUBCONTRACTOR IN CONNECTION WITH THE WORK OR ARISING OUT OF SUBCONTRACTOR'S PERFORMANCE UNDER THIS SUBCONTRACT; (2) TO PAY FOR ALL MATERIALS AND EQUIPMENT FURNISHED AND WORK AND LABOR PERFORMED UNDER THIS SUBCONTRACT AND TO SATISFY THE CONTRACTOR AND OWNER THEREUPON WHEREVER DEMAND IS MADE, AND TO INDEMNIFY AND DEFEND THE CONTRACTOR AND THE OWNER AGAINST AND SAVE THEM AND THE PROJECT(S) HARMLESS FROM ANY AND ALL CLAIMS OR LIENS THEREFORE; AND (3) TO OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND OFFICIAL INSPECTIONS MADE NECESSARY BY ITS WORK, AND TO COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS BEARING ON THE WORK AND THE CONDUCT THEREOF.

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D) CONTRACTOR AND SUBCONTRACTOR HAVE AGREED THAT SUBCONTRACTOR SHALL FURNISH ALL NECESSARY EQUIPMENT TO PERFORM SUBCONTRACTOR'S WORK REQUIRED BY THIS SUBCONTRACT. HOWEVER, THE CONTRACTOR, IN ITS SOLE DISCRETION, MAY ALLOW SUBCONTRACTOR TO USE CONTRACTOR'S EQUIPMENT IN CONNECTION WITH A PROJECT. IN CONSIDERATION FOR THIS LICENSE TO USE CONTRACTOR'S EQUIPMENT, SUBCONTRACTOR AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD CONTRACTOR AND THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL CLAIMS, AND DAMAGE TO THE EQUIPMENT AND LOST TIME ARISING OUT OF OR FROM SUBCONTRACTOR'S USE OF THE EQUIPMENT. THIS INDEMNITY AND HOLD HARMLESS COVENANT SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL ACTIONS, CLAIMS AND DEMANDS FOUNDED EITHER IN NEGLIGENCE, PRODUCTS LIABILITY, FAILURE TO WARN, FAILURE TO MAINTAIN, OR STATUTORY OR GOVERNMENTAL REGULATION. IT IS THE INTENTION OF THE PARTIES THAT THESE COVENANTS SHALL BE SEPARATE AND DISTINCT FROM EACH OTHER. THIS INDEMNITY COVENANT SHALL OPERATE TO INDEMNIFY CONTRACTOR FROM ITS ACTS OR OMISSIONS IN CONNECTION WITH THE OPERATION, USE OR MAINTENANCE OF THE EQUIPMENT.

E) SUBCONTRACTOR SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM ANY DESIGN OBLIGATIONS IN ITS SCOPE OF WORK.

SUBCONTRACTOR WILL, IF REQUIRED BY THE GENERAL CONTRACT OR LAW, RETAIN A LICENSED ENGINEER TO PERFORM ANY DESIGN OBLIGATIONS IN ITS SCOPE OF WORK. WHERE REQUIRED BY THE GENERAL CONTRACT OR APPLICABLE LAW, THE ENGINEER WILL BE LICENSED IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.

SUBCONTRACTOR WILL FURNISH PROOF OF PROFESSIONAL LIABILITY INSURANCE FOR ANY DESIGN OBLIGATIONS IN ITS SCOPE OF WORK. SUBCONTRACTOR WILL, OR WILL CAUSE ITS DESIGNER(S) TO, KEEP PROFESSIONAL LIABILITY INSURANCE IN FORCE FOR A PERIOD OF THREE

(3) YEARS FOLLOWING DATE OF COMPLETION OF THE PROJECT.

F) THE SUBCONTRACTOR SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST. AND SAVE THEM HARMLESS FROM, ANY AND ALL LOSS, DAMAGE. COSTS, EXPENSES AND ATTORNEYS' FEES SUFFERED OR INCURRED ON ACCOUNT OF ANY BREACH OF THE AFORESAID OBLIGATIONS AND COVENANTS, AND ANY OTHER PROVISION OR COVENANT OF THIS SUBCONTRACT AGREEMENT.

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G) THIS SECTION IS NOT INTENDED TO REQUIRE SUBCONTRACTOR TO INDEMNIFY AN INDEMNIFIED PARTY FOR AN INDEMNIFIED CLAIM CAUSED BY OR RESULTING FROM AN INDEMNIFIED PARTY'S NEGLIGENCE EXCEPT AND UNLESS OTHERWISE PERMITTED UNDER CHAPTER 151 OF THE TEXAS INSURANCE CODE. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY AND ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THIS SECTION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

H) SUBCONTRACTOR'S INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

SUBCONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS INDEMNIFICATION OBLIGATIONS. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE SUBCONTRACTOR'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THE SUBCONTRACT AGREEMENT.

CLEANUP - Subcontractor agrees to clean up all debris, trash and refuse generated by his own trade at the end of each day and deposit into trash bin provided by Builder, and shall clean all walls, floors and other finished surfaces soiled as a result of his trade. Subcontractor further agrees to deposit into trash bin or haul away all boxes, crates or containers that may have been used to bring material or fixtures to the job site. Subcontractor agrees to leave the job broom clean for the next trade. In the event the Subcontractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it. ICS CONSTRUCTION may back charge the Subcontractor for the cost of the debris removal and clean up. The Subcontractor should report to ICS CONSTRUCTION if the job has not been cleaned within acceptable practices by the prior Subcontractor.

DEFAULT - If Subcontractor shall default in the performance of any of his duties or obligations hereunder and such default shall continue after verbal or written notice, ICS CONSTRUCTION may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination.

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CARE OF MATERIALS - Subcontractor agrees to be diligent in the proper care of materials supplied by ICS CONSTRUCTION. All usable materials are to be stored in an orderly way that protects them from wind, moisture and provides general site safety. All non-usable materials are to be collected and properly disposed of in trash bins provided. ICS CONSTRUCTION may at its discretion hold Subcontractor accountable for the total value of materials damaged by negligent Subcontractor care. ICS CONSTRUCTION may back charge the Subcontractor for the cost of materials, deemed by ICS CONSTRUCTION to be damaged by negligent Subcontractor care. Subcontractor shall promptly notify ICS CONSTRUCTION of any defects in any materials supplied by ICS CONSTRUCTION.

PAYMENT - ICS CONSTRUCTION shall provide stated time frames for Subcontractor to submit invoices for the work performed. Invoices not received by the stated time will be processed and paid in the next pay period. Invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute.

HEALTH AND SAFETY - Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers and all others. If applicable, Subcontractor shall supply at his own expense all protective eyewear, ear protection, head protection, etc. to his workers. The Subcontractor will at his own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, ICS CONSTRUCTION customers, and any other applicable authority. The Subcontractor also agrees to defend at his own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by himself or his employees or agents. Subcontractor agrees that he and all his employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous material used in conjunction with the trade as required by the State or Federal law or as mutually agreed to by both parties. Any hazardous materials, containers or waste shall not be left on the job by the Subcontractor and shall be removed from the job site and disposed of properly at the Subcontractor's own expense.

CONDUCT - Subcontractor agrees that himself, employees and agents of the Subcontractor shall conduct themselves in a professional manner at all times. Subcontractor further agrees, himself, employees and agents shall NOT use or be under the influence of alcoholic beverages or drugs on the job site. Should there be an infraction of this rule there will be a fine of \$500 and subcontractor will be subject to termination for insubordination. Should subcontractor not be terminated on this first infraction, there will be a \$1000 fine as well as immediate termination directly upon the second offense. Subcontractor agrees that in the event of any kind of accident on the job site where Subcontractor or employees and/or agents of the Subcontractor are present, any or all present will submit to drug testing. Additionally, Subcontractor further agrees to not enter into any agreement with ICS CONSTRUCTION'S Customers.

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ARBITRATION - It is hereby agreed that should any dispute arise respecting the provisions of this Agreement or of the true meaning of the drawings or specifications it shall be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolution. Such arbitration shall be three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by ON DIAMOND PLUMBING and the third shall be selected by the two arbitrators so chosen. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by ICS CONSTRUCTION and Subcontractor.