

AYS Construction

Forma de Informacion

Informacion Personal

Nombre Completo: _____ Fecha: _____
Apellido *Nombre*

Direccion: _____
Numero del apartamento

Ciudad *Estado* *Codigo Postal*

Numero de telefono: _____ Correo electronico: _____

Contacto de Emergencia.

Nombre: _____ Relacion: _____

Direccion: _____ Numero de telefono: _____

Firma: _____ Fecha: _____

Solicitud y Certificación del Número de Identificación del Contribuyente

Entregue el formulario al solicitante. No lo envíe al IRS.

► Visite www.irs.gov/FormW9SP para obtener las instrucciones y la información más reciente.

Escriba en letra de molde o a máquina. Vea Instrucciones Específicas en la página 3.

1 Nombre (tal como aparece en su declaración de impuestos sobre el ingreso). Se le requiere anotar un nombre en esta línea; no deje esta línea en blanco.	
2 Nombre del negocio/Nombre de la entidad no considerada como separada de su dueño, si es diferente al de arriba.	
3 Marque el encasillado correspondiente para la clasificación tributaria federal de la persona cuyo nombre se indica en la línea 1. Marque solo uno de los siguientes 7 encasillados: <input type="checkbox"/> Individuo/empresario por cuenta propia o LLC de un solo miembro <input type="checkbox"/> Sociedad anónima tipo C <input type="checkbox"/> Sociedad anónima tipo S <input type="checkbox"/> Sociedad colectiva <input type="checkbox"/> Fideicomiso/caudal hereditario <input type="checkbox"/> Cía. de responsabilidad limitada (LLC). Anote la clasificación tributaria (C=Soc. anónima tipo C, S=Soc. anónima tipo S, P=Soc. colectiva) ► _____ Nota: Marque el encasillado correspondiente en la línea anterior de la clasificación tributaria de la LLC de un solo miembro. No marque LLC si la LLC está clasificada como una de un solo miembro que no es considerada separada de su dueño, a menos que el dueño sea otra LLC que no es considerada separada de su dueño para propósitos tributarios federales estadounidenses. De lo contrario, vea las instrucciones en la página 3. <input type="checkbox"/> Otro (vea las instrucciones) ► _____	4 Exenciones (los códigos aplican solo a ciertas entidades, no a individuos; vea las instrucciones en la página 4): Código de beneficiario exento (si alguno) _____ Código para la exención de la declaración conforme a FATCA (si alguno) _____ <i>(aplica a las cuentas mantenidas fuera de los EE.UU.)</i>
5 Dirección (número, calle y número de apartamento o de suite). Vea las instrucciones.	Nombre y dirección del solicitante (opcional)
6 Ciudad, estado y código postal (ZIP)	
7 Anote el (los) número(s) de cuenta(s) aquí (opcional)	

Parte I Número de identificación del contribuyente (TIN)

Anote su número de identificación del contribuyente (TIN, por sus siglas en inglés) en el encasillado correspondiente. El TIN tiene que concordar con el nombre provisto en la línea 1 para evitar la retención adicional del impuesto. Para los individuos, este es, por lo general, su número de Seguro Social (SSN, por sus siglas en inglés). Sin embargo, para un extranjero residente, empresario por cuenta propia o entidad no considerada como separada de su dueño, vea las instrucciones para la Parte I, más adelante. Para otras entidades, es su número de identificación del empleador (EIN, por sus siglas en inglés). Si no tiene un número, vea **Cómo obtener un TIN**, más adelante.

Nota: Si la cuenta está a nombre de más de una persona, vea las instrucciones para la línea 1. Vea también **Nombre y número que se le debe dar al solicitante** para recibir asesoramiento sobre cuál número debe anotar.

Número de Seguro Social												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
o												
Número de identificación del empleador												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												

Parte II Certificación

Bajo pena de perjurio, yo declaro que:

1. El número que aparece en este formulario es mi número de identificación de contribuyente correcto (o estoy esperando que me asignen un número) y
2. No estoy sujeto a la retención adicional de impuestos porque: (a) estoy exento de la retención adicional o (b) no he sido notificado por el Servicio de Impuestos Internos (IRS, por sus siglas en inglés) de que estoy sujeto a la retención adicional de impuestos como resultado de no declarar todos los intereses o dividendos o (c) el IRS me ha notificado que ya no estoy sujeto a la retención adicional y
3. Soy ciudadano de los EE.UU. u otra persona de los EE.UU. (definido después) y
4. El (Los) código(s) de la *Foreign Account Tax Compliance Act* (Ley de Cumplimiento Tributario para Cuentas Extranjeras o FATCA, por sus siglas en inglés) anotado(s) en este formulario (si alguno) indicando que estoy exento de declarar conforme a FATCA es el (son los) correcto(s).

Instrucciones para la certificación. Tiene que tachar la partida 2 anterior si el IRS le ha notificado que usted en estos momentos está sujeto a la retención adicional de impuestos porque no declaró todos los intereses y dividendos en su declaración de impuestos. Para las transacciones de bienes inmuebles, la partida 2 no corresponde. Para los intereses hipotecarios pagados, la adquisición o abandono de bienes asegurados, la cancelación de deudas, las contribuciones a un arreglo de jubilación individual (IRA, por sus siglas en inglés) y, por lo general, los pagos que no sean intereses y dividendos, no se le requiere firmar la certificación pero tiene que proveer su TIN correcto. Vea las instrucciones para la Parte II, más adelante.

Firme Aquí

Firma de la persona de los EE.UU. ►

Fecha ►

Instrucciones Generales

Las secciones a las cuales se hace referencia son del Código Federal de Impuestos Internos, a menos que se indique de otra manera.

Acontecimientos futuros. Si desea obtener información sobre los más recientes acontecimientos que afectan al Formulario W-9(SP) y sus instrucciones, tales como legislación promulgada después de que estos se han publicado, visite www.irs.gov/FormW9SP.

Propósito del formulario

Una persona o entidad (nombrada en el Formulario W-9(SP)) a quien se le requiera presentar una declaración informativa ante el IRS tiene que obtener su TIN correcto, el cual puede ser su SSN, número de identificación del contribuyente (ITIN, por sus siglas en inglés), número de identificación del contribuyente para adopción (ATIN, por sus siglas en inglés) o EIN, para declarar en una declaración informativa la cantidad pagada a usted u otra cantidad declarada en una declaración informativa. Ejemplos de declaraciones informativas incluyen, pero no se limitan a, los siguientes:

ATTENTION:

New changes include

A fee of \$35.00 for lost, misplaced and/or canceled payments, etc.

&

All invoices must be submitted to subc@aysllc.com every Tuesday before 10:00 a. m.

AVISO:

Los nuevos cambios incluyen

Un cargo de \$35.00 por pagos perdidos y/o cancelados, etc.

&

Todas las facturas deben enviarse a subc@aysllc.com todos los Martes antes de las 10:00 a. m.

THERE HAVE BEEN SOME MODIFICATIONS MADE AND WE RECOMMEND YOU REVISE CONTRACT TO ITS ENTIRETY.
SE HAN HECHO ALGUNOS CAMBIOS Y LE RECOMENDAMOS REVISAR EL CONTRATO POR COMPLETO.

GENERAL CONDITIONS FOR SUBCONTRACTOR

On _____, this Agreement is made between AYS Construction, LLC "AYS", and _____ Hereinafter called "Subcontractor."

1. Purpose – Term. AYS makes contracts with third parties ("AYS's Contracting Partner") to provide labor and materials for concrete work on various projects and may request that Subcontractor perform all or portions of AYS's obligations under such third-party contracts. With respect to each project under a third-party contract, AYS and Subcontractor may agree on the terms and conditions by which Subcontractor will provide labor and materials for that work, such as, but not limited to, scope of work, price, and payment terms. Whether or not a contract is formed between AYS and Subcontractor for any particular project where Subcontractor furnishes labor and/or materials, AYS desires, and Subcontractor agrees, that all work undertaken by Subcontractor for AYS on any project shall be governed by these General Conditions, from this date of this Agreement until this Agreement is terminated by written notice from one party to the other. Nothing in this Agreement obligates AYS to request Subcontractor to provide labor and materials for any project or to contract with Subcontractor to do so.

2. Assumption. With respect to each such project, Subcontractor shall assume all obligations of AYS and perform all work in strict accordance with the requirements under the applicable third-party contract.

3. Warranty. Subcontractor warrants that all its work will be (a) performed in a good and workmanlike manner, (b) free of defects, and (c) in strict compliance with each of the following that relate to Subcontractor's work: (i) applicable plans, drawings and specifications; (ii) city, county, state, and federal laws and regulations; and (iii) customs and practices of the trade. Subcontractor warrants that all materials provided will be new, unless otherwise agreed.

4. Insurance. Subcontractor will procure and maintain in force and effect, with insurance companies acceptable to AYS, the following insurance coverage: workers' compensation, public liability, property damage, general liability, and such other insurance as AYS may request from time to time.

5. Records & Payments. Subcontractor shall keep accurate records on, and promptly make, all payments required by any city, county, state or general laws pertaining to (a) payroll taxes and deductions or contributions for unemployment, social security, or other benefits for Subcontractor's workmen; and (b) any taxes imposed upon the value of any labor and materials furnished by Subcontractor in connection with its work.

6. Prosecution of Work. It is expressly agreed that TIMES IS OF THE ESSENCE regarding the work to be performed for each Project. Subcontractor shall supply all of the following as may be needed to enable Subcontractor to prosecute Subcontractor's work in a prompt and efficient manner and in accordance with the times, durations and sequences determined by AYS, in its sole discretion: adequate tools, appliances. And equipment; a sufficient number of properly skilled workmen; and a sufficient amount of materials and supplies of proper quality. Subcontractor shall provide all of the foregoing at Subcontractor's sole expense and shall promptly pay for same.

7. Sales & Use Taxes. Subcontractor accepts full liability for all sales and use taxes assessed against any party for materials, equipment, and labor used in Subcontractor's work.

8. Liens & Encumbrances. Subcontractor shall deliver said work to AYS in good condition, free and clear of all claims, encumbrances, or liens, and shall protect, indemnify, and save AYS harmless from all claims, encumbrances, liens (whether liens of Mechanics, Contractors or Materialmen, or otherwise) growing out of the performance of Subcontractor's work. The foregoing indemnity obligations shall also run in favor of the third party with whom AYS has contracted, and the Owner of the project on which the work was done, each of whom shall have the same rights under said indemnity as AYS.

9. Independent Contractor. Subcontractor's legal relationship to AYS shall be as an independent contractor, and not an employee. Subcontractor shall be solely responsible for or all business and travel expenses required to perform its work; and shall be entitled to all profits or bare any losses incurred on such work. Subcontractor may perform work for and enter into contracts with other parties totally unrelated to AYS.

10. Default. Subcontractor shall be in default if any of the following acts or conditions exist at any time: Subcontractor refuses or neglects to supply sufficient number of properly qualified workmen or a sufficient quantity of materials or proper quality, or abandons the work, or fails in any respect to prosecute the work with promptness and diligence or fails in the performance of any of the agreements between AYS and Subcontractor. If such default occurs AYS at its option may do any of the following: (a) AYS may provide any labor and materials necessary to correct the default and to deduct the cost thereof from money owing by AYS to Subcontractor for any work, including other projects on which no default has occurred; and (b) AYS may terminate, in whole or in part, the contract with Subcontractor and, for the purpose of completing Subcontractor's work, have the unqualified and unrestricted right to take possession of all materials, supplies, equipment, tools and appliances belonging to Subcontractor at the job site. AYS may either complete the work itself or may employ, or contract with, other persons or entities to complete work and provide the materials therefor. In case of such termination, Subcontractor shall not be entitled to receive any further payments under that contract, or any other contract with AYS, until said work shall have been finished completely and AYS shall have received payment therefor from the applicable third party. If, on receipt by AYS of such payment, the amount owing by AYS to subcontractor exceeds the charges, expenses and damages sustained by AYS in completing Subcontractor's work or a result of such default, AYS shall pay the excess to Subcontractor; but, if such charges, expenses and damages exceed the payment from the third party, then Subcontractor shall promptly pay the difference to AYS. If any amount is owing by Subcontractor to AYS under the preceding sentence, the AYS may deduct such amount from any money that AYS may owe Subcontractor on any other project or contract unrelated to the project on which the default occurred; (c) All remedies provided in this Paragraph 10 are in addition to, and not in lieu of, any other legal, equitable or statutory remedies available to AYS.

11. INDEMNITY. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AYS, ITS RELATED ENTITIES, THE OWNER, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (HEREINAFTER "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, PENALTIES, FINES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO OR CONNECTED WITH THE PERFORMANCE, OR FAILURE IN PERFORMANCE, OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF

ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A NEGLIGENT ACT OR OMISSION AND/OR THE STRICT LIABILITY OF AN INDEMNITEE. THE EXPRESSED INTENTION OF THE PARTIES IS THAT SUBCONTRACTOR'S IDEMNITY HEREIN WILL INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE AND/OR STRICT LIABILITY. THIS INDEMNITY SHALL INCLUDE, BUT NOT LIMITED TO, ALL CLAIMS, DAMAGES AND LOSSES WHICH ARE ATTRIBUTABLE TO ANY ACCIDENT, INJURY OR PROJECT, INCLUDING BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM. The indemnities provided in this Paragraph shall survive the termination of the business relationship between the parties relating to Contractor's performance of work on a Project.

(b) In any and all claims against any indemnity by an employee of the Subcontractor, or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

12. Employment Verification/Immigration Compliance

A. Subcontractor is solely responsible for ensuring that all its personal who perform services on the project are authorized to accept employment with Subcontractor. Subcontractor understands and agrees that it is responsible for ensuring compliance with the Immigration and Nationality Act of 1990 ("INA"), as amended. Subcontractor agrees to verify all employees and avoid knowingly hiring or continuing to employ persons unauthorized for employment, in addition to fulfilling all other requirements of IRCA and INA. Subcontractor understands and agrees it will provide only workers who have confirmed legal eligibility to perform services as employees in the United States.

B. In addition to any other rights that AYS may have pursuant to the contract, at law or in equity, AYS may, in its sole discretion, terminate this contract immediately if, at any time during the term, (1) Subcontractor violates or is in breach of any provision of this section or (2) the Department of Homeland Security or any other government agency or authority determines that Subcontractor has not complied with any of the U.S. immigration laws.

C. The obligations of the Subcontractor under this Section shall extend to the liability of AYS for any claims, damages, losses, fines and expenses, including but not limited to attorney's fees, arising out of or resulting from the Subcontractor's obligation to comply with all applicable immigration laws. Including the employee verification requirements described in this Section.

D. Subcontractor covenants, certifies and agrees with the Contractor as follows: (1) Subcontractor does not knowingly or intentionally employ individuals who are ineligible to work in the United States in violation of any federal or applicable state or local laws; (2) Any employee of Subcontractor assigned to perform services under contracts with Subcontractor is satisfied federal I-9 requirements, and subcontractor does not have knowledge that such employees are ineligible to work in the United States; (3) Subcontractor will immediately notify AYS of any investigation or legal proceedings involving the federal government or of any requests by the U.S. Immigration and Customs Enforcement to inspect Subcontractor's I-9 records, whether or not the request covers any employees placed on AYS's worksite; (4) Subcontractor will immediately notify AYS of any investigations or legal proceedings being conducted

by state or local immigration law enforcement personnel of Subcontractor, whether or not the request covers any employees placed on AYS's worksite; (5) Subcontractor will not utilize subcontractors knowingly or intentionally to obtain services of those who are ineligible to work in the United States; (6) Subcontractor agrees to indemnify AYS for any fines and legal fees incurred because employees or subcontractors supplied by Subcontractor are not authorized to work in the United States; (7) If AYS becomes aware of actual knowledge Subcontractor is in violation of any immigration laws, Subcontractor must stop performing services for AYS and will be ineligible for any future business with AYS or any other business associated with the principals of AYS; (8) If AYS becomes aware of knowledge that Subcontractor may be in violation of any immigration laws, Subcontractor will be questioned about such information and be asked to sign the form of certification, attached as Exhibit C. If Subcontractor fails to adequately respond to inquires by AYS and fails to complete the requested certification, Subcontractor must stop performing services for AYS and will be ineligible for any future business with AYS or any other affiliated company.

CONTRACTOR:

AYS CONSTRUCTION LLC.

Signature: _____

Nichole Anaya Officer

Typed/Printed Name And Title

Date: _____

SUBCONTRACTOR:

Signature: _____

Typed/Printed Name And Title

Date: _____

SUBCONTRACTORS SCOPE OF WORK
EXCLUSVELY FOR AYS CONSTRUCTION LLC.

The purpose of this scope of work is to set the expectations that AYS Construction LLC. Requires for all sub-contractors. By following this scope of work, it should make your job easier, more profitable, and safer. Our goal is to build a working relationship that will provide a quality product in a safe environment in a timely manner for our customers.

ALL SUB- CONTRACTORS will be required to follow AYS Construction LLC. Safety and quality requirements along with safety and quality requirements of the customer. We expect you and your employees to conduct themselves in a professional manner while working on our customer sites.

GENERAL REQUIREMENTS:

- Subcontractor is responsible for fixing all red tags and all items must be corrected before the re-inspection scheduled date
- All trash to be placed in designated area, no exceptions
- All over-pour to be placed in wash out area, no exceptions
- You are required to be at job site a minimum of 15 minutes before concrete time
- You need to be an active participant in helping us find ways to provide a sage environment, improve quality and better serve our customer
- AYS Construction LLC. Safety requirements
 - Hard hats on everybody all the time, no exceptions
 - All OSHA regulations that pertain to your particular trade
 - Absolutely no "ALCOHOL" of any kind on the job.

All machinery used on the jobsite is the sole requirement and obligation of the subcontractor to use in the safest manner possible. Under no circumstance is AYS Construction LLC. Responsible for any maintenance, operation, or relocation of any machinery in any capacity.

SCOPE:

1. Provide all labor and tools for the installation of Residential foundations and flatwork
 - a. SLAB
 - a. AYS Construction LLC. And the home builders we work ARE NOT REQUIRED to provide electricity, so be prepared to provide your own
 - ii. Forms to be set within ½" overall and ¼" of level

iii. Set all houses per plot plan and architectural plans only

1. If the plans don't match give them back, if you set the house then you're responsible
2. Set the forms as close to the ground as possible, if lot is more than 3" out of level call your superintendent
3. All stakes to be set no more than 30" apart with kickers
4. All forms to be underpinned to prevent concrete under spill

iv. Trench beams to required width and depth, if you can't reach the required depth and width notify your superintendent. If you don't notify your super than you can be held responsible for additional labor to re-do them. Trench two relief beams, one in the front and the other one in the back.

v. Install cables, reinforcing steel, poly, chairs, etc. per engineering specifications

vi. Level dirt around slab for access and to install a temp lead walk that is flat from the slab to the street.

vii. Install floating forms, brick ledge, and drops per architectural plans. All drops should be set as to meet city slope requirements and to not affect drainage latter. All forms must be underpinned.

viii. Pouring the concrete

1. Install grade stakes at 12' centers
2. Check under pinning, you're responsible for cleanup
3. Make sure all cable ends are anchored, you're responsible for a blow out
4. Check for trash or debris in the beams
5. Pour concrete at a minimum 4" maximum 6" slump
6. Vibrate all forms, cold joints, etc. you're responsible for blow outs and honey combs, no exceptions (even if they don't have power)
7. Remove and edge all brick ledges
8. Screed and machine finish to a slick trowel finish, make sure you take care to finish as flat as possible, so you avoid floor float back charges
9. Machine finish (unless they are too small, then hand finish) all porches and patios to a light broom finish unless otherwise noted
10. Wet the slab before you leave if the temperature and wind require you to. In some instances, we may ask you to leave a sprinkler running
11. All forms must be wrecked (do not chip the edges), trash cleaned up, honeycombs patched, and over pour removed within 24 hours. No exceptions

B. FLATWORK

- i. Forms are to be set per plot plan or garden design plan, paying close attention to drainage. Use enough stakes to be sure they don't bow during pouring, especially the radius.
- ii. Grade to city and or builder specifications
- iii. Install expansion joints at 20' or less and everywhere new concrete meets old. Expansion joint material should be redwood unless otherwise specified. Expansion joints at old concrete should be anchored so they don't "push" themselves out and cut to grade
- iv. Install steel to city and or builder specifications
- v. Chair and install caution tape to protect till inspection, your responsible to fix any red tags.
- vi. Pour concrete at a min 4" or max "slump
- vii. Control joints should be installed at a maximum of 10' (no square can be bigger than 100 square feet) on driveways and not to exceed the width on walks (ex. 4' wide walks need to be jointed at 4')
- viii. Trowel finishes to required look (light broom, salt, etc.) leave no trowel or float marks
- ix. Install caution tape and barricade to protect the flatwork, you can be held responsible for damages
- x. Wreck forms, remove trash, pickup and remove over pour within 24 hours (do not chip edges)

C. BILLING

- i. Anything that is not covered under the standard pay scale must be approved ahead of time and must be turned in on an invoice within the same week the work was performed. No extras will be paid after 30 days
- ii. All billing discrepancies must be resolved within the next pay period (one week), we will not go back over 30 days
- iii. There will be a fee of \$35.00 for lost, misplaced and/or canceled payments, etc.
- iv. All invoices are to be submitted to subc@aysllc.com every Tuesday before 10:00 am.
- v. If you have any problems with materials, service, or billing you can contact the office at: 214-519-1101.

EXHIBIT A – IMMIGRATION LAW COMPLIANCE CERTIFICATION

_____ (“Subcontractor”) certifies to AYS that:

- a. Subcontractor does not knowingly or intentionally employ individuals who are ineligible to work in the United States in violation of any federal or applicable state or local laws;
- b. Any employee of subcontractor assigned to perform services under contracts with subcontractor has satisfied federal I-9 requirements and subcontractor does not have knowledge that such employees are ineligible to work in the United States;
- c. Subcontractor will immediately notify AYS of any investigation or legal proceedings involving the federal government or of any requests by the U.S. Immigration and Customs Enforcement to inspect Subcontractor’s I-9 records, whether or not the request covers any employees placed on AYS’s worksite;
- d. Subcontractor will immediately notify AYS of any investigations or legal proceedings being conducted by state or local immigration law enforcement personnel of Subcontractor, whether or not the request covers any employees placed on AYS’s worksite; and
- e. Subcontractor does not utilize subcontractors knowingly or intentionally to obtain services of those who are ineligible to work in the United States.

SUBCONTRACTOR

Signature: _____

Typed/Printed Name and Title

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)

7551 Metro Center Drive, Suite 100

Austin, Texas 78744

NO ENVÍE ESTE ACUERDO A TDI-DWC

A MENOS QUE EL CONTRATISTA GENERAL SEA AUTO ASEGURADOR CERTIFICADO (Certified Self-Insured, por su nombre en inglés)

Si usted no está seguro si todos los participantes cumplen con los requisitos necesarios para entrar en este acuerdo, puede consultar este asunto con un abogado.

ACUERDO ENTRE EL CONTRATISTA GENERAL Y EL SUBCONTRATISTA
PARA PROPORCIONAR SEGURO DE COMPENSACIÓN PARA TRABAJADORES

Aviso de Acuerdo

El Contratista General (General Contractor, por su nombre en inglés) y el Subcontratista (Subcontractor, por su nombre en inglés) inscritos aquí por la presente están de acuerdo en que el Contratista General retendrá no retendrá el costo de la cobertura de seguro de compensación para trabajadores del precio del contrato del Subcontratista y que, con el propósito de proporcionar cobertura de seguro de compensación para trabajadores, el Contratista General será el empleador del Subcontratista, y de los empleados del Subcontratista. Este acuerdo hace que el Contratista General sea el empleador del Subcontratista y de los empleados de Subcontratista con el único propósito de cubrir las leyes de compensación para trabajadores de Texas y sin ningún otro propósito.

PERIODO (FECHAS) DEL ACUERDO: DESDE: _____

HASTA: _____

LUGAR DE CADA SITIO DE TRABAJO AFECTADO (O INDIQUE SI SE TRATA DE UN ACUERDO GENERAL):

NÚMERO APROXIMADO DE EMPLEADOS AFECTADOS: _____

ESTE ACUERDO ENTRARÁ EN VIGOR EN LA FECHA EN QUE FUE FIRMADO, NO ANTES.
Código Laboral de Texas, Ley de Compensación para Trabajadores de Texas, Sección 406.123.

Afirmación del Contratista General

Si la aseguradora de compensación para trabajadores del Contratista General cambia durante el periodo de vigencia de la cobertura, se aconseja que el Contratista General presente este formulario con la nueva aseguradora.

Número de Identificación de Impuestos Federales del Empleador
(Federal Tax I.D. Number, por su nombre en inglés)

Firma del Contratista General Fecha Dirección (Calle)

Nombre en Letra de Molde del Contratista General Dirección (Ciudad, Estado, Código Postal)

Afirmación del Subcontratista

Número de Identificación de Impuestos Federales del Empleador
(Federal Tax I.D. Number, por su nombre en inglés)

Firma del Subcontratista Fecha Dirección (Calle)

Nombre en Letra de Molde del Subcontratista Dirección (Ciudad, Estado, Código Postal)

El Contratista General debe conservar el documento original. Una copia legible de este acuerdo debe ser presentada ante la aseguradora de compensación para trabajadores del contratista general dentro de 10 días, a partir de la fecha de realización. El acuerdo no se considera presentado si no es legible o si está incompleto. El Subcontratista también debe conservar una copia de este acuerdo.



ADDENDUM A

This Subcontract Agreement date _____ is hereby modified as stated below.

1. Article 4 – insurance – Add to the end of the article the following:

Prior to starting work:

a) The Subcontractor shall procure and maintain in full force and effect the following insurance with no less than the following amount of coverage:

Workers' Compensation:	Statutory Limits
Employer's Liability	\$1,000,000 for each accident or disease
Commercial General Liability	\$1,000,000 per occurrence; 2,000,000 general aggregate
Business Auto Liability	\$1,000,000 per accident

And such other insurance, to the extent required by the Contract Document for the Subcontractor's work. All insurance will be with insurance companies acceptable to AYS.

- b) The Subcontractor shall make Contractor an "Additional Insured" on the Commercial General Liability insurance with contractual coverage and on the Business Auto Liability insurance to the extent permitted by law.
- c) Subcontractor shall provide evidence that such insurance is in full force and effect by furnishing Contractor with copies of the policy or a properly issued certificate of insurance, reflecting the foregoing requirements and any required endorsements.
- d) Subcontractor shall waive any rights subrogation which subcontractor or its insurer may have against contractor, prime contractor, owner and any design professional.

2. All references to AYS Construction, LLC shall be modified to state AYS Construction, LLC.

AYS Construction, LLC

Subcontractor: _____

Signature

Signature

Date: _____

Date: _____

Employee Direct Deposit Authorization

Instructions

Employee: Fill out and return to your employer.

Employer: Save for your files only.

This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Do **not** send this form to Intuit. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

Account 1

Account 1 type: Checking Savings

Bank routing number (ABA number): _____

Account number: _____

Percentage or dollar amount to be deposited to this account: _____

Account 2 (remainder to be deposited to this account)

Account 2 type: Checking Savings

Bank routing number (ABA number): _____

Account number: _____

attach a voided check for each account here

Authorization (enter your company name in the blank space below) _____

This authorizes _____ (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Authorized signature: _____ Employee ID #: _____

Print name: _____ Date: _____