



**CORPORATE
OFFICE**

4950 Keller Springs
Road, Suite 310
Addison, TX 75001
(469) 240-2330
FAX (469) 240-2329

Dear Subcontractor:

Thank you for your interest in working with Matrix Contracting Services, LLC DBA Matrix Construction Services.

Enclosed is a prospective Subcontractor Application package. Follow the instructions for completing pages 3 through 6, the W-9, and the Subcontractors Indemnity Agreement. Return those completed pages to the corporate office, along with a copy of your current Business License or Contractor's Pocket License. Pages 10 through 13 are for you to read and keep for future reference.

Remember to ask your insurance company to send an **original** certificate of your current General Liability and Workers' Compensation Insurance. There is a Certificate of Insurance Request Form to send to your insurance company, page 9, included in this application package for your convenience. If your business is exempt from Workers' Compensation Insurance, please complete the exemption form that is included in this package.



New Subcontractor's

Please print clearly.

Company Name:					
Address:				Suite #:	
City:		State:		Zip:	
Mailing Address (If different than above):					
Address:				Suite #:	
City:		State:		Zip:	
Phone No.:	()	Cell No.:	()		
FAX No.:	()	Pager No.:	()		
E-mail Address:			Website Address:		
Owner's Name:					
Contact Name:					
Contractor's License #:		Expiration Date:			

Please carefully read and complete this form, pages 3-6, the W-9 and the Indemnity Agreement. Mail these completed pages, your letter of introduction, three references, plus a copy of your current Business or Contractor's Pocket License, to our corporate office at:

Matrix Contracting Services, LLC
4950 Keller Springs Road, Suite 310
Addison, TX 75001

Before mailing the Sub Pack back, double check that you have enclosed:

- Two page initialed and signed Requirement for Payments Form
- Initialed Dress Code
- Completed W-9 Form
- Completed and Signed Indemnity Agreement
- Copy of Current Business License or Contractor's Pocket License
- Introductory letter on company letterhead
- Three references with current addresses and phone numbers
- I asked my insurance company to mail original insurance certificates (page 9).



SUBCONTRACTORS REQUIREMENTS FOR PAYMENT

We require that ALL invoices identify our (1) job name, (2) complete job address; (3) our **PURCHASE ORDER NUMBER**, (4) description of work performed, (5) have an invoice number as well as your name and address. In addition, the following specific documents must be in our possession BEFORE invoices will be processed for payment.

1. Each invoice must have a properly filled out lien release. The releases must be signed by a representative of your company with the express written authorization to execute such releases.
2. All work must be billed within thirty (30) days of completion of the work. Invoices billed more than thirty (30) days after completion of work and received more than sixty (60) days after completion, will **NOT BE PAID!**
3. Invoices must be received by the Matrix Construction Services office.
4. We require a contract or PO on ALL jobs with Matrix Construction Services. The rehab supervisor will provide you with a contract prior to starting your work.
5. We will not process ANY invoices that do not have **all** the requirements as stated to you in this Subcontractors Package.

X

Subcontractor Initials



SUBCONTRACTORS INDEMNITY AGREEMENT

1. We require an original insurance certificate from your insurance company or insurance broker to be mailed directly to our corporate office in Addison, which shows current General Liability insurance with limits no less than the following amounts.

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

Note: Claims made, or modified occurrence policies are not acceptable.

2. Matrix Contracting Services, LLC is to be named as an addition insured using ISO addition insured endorsement CG20100704 and CG20370704 or its equivalent. Additional insured endorsement is to be attached to the certificate of insurance.
3. A photocopy of your current State of Texas Business License, showing your business name and expiration date.
4. Subcontractor agrees to defend, indemnify, and hold Contractor harmless if requested by contractor the Owner, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including subcontractor's employees, subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or omission, of Subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder.
5. Subcontractor's indemnification and defense obligations hereunder shall extend to Claim occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
6. Subcontractor acknowledges and represents that he has completed an on-site inspection of the premises and the work area to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its Subcontractors. Subcontractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by Contractor. Contractor reserves the right, but not the obligation, to inspect the safety work performance of Subcontractors to ascertain their compliance with these applicable safety provisions. Notwithstanding the foregoing, Subcontractor, as an independent contractor, is solely responsible for controlling the otherwise agreed to by the parties in writing, Subcontractor shall provide all safety equipment, materials, tools, and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. Subcontractor shall immediately report to Contractor all accidents, occupational injuries, and illness involving its employees or those of

its Subcontractors, relating to the Work or which cause an injury to a third party or which cause damage to the property of Owner, Contractor or a third party. Subcontractor shall promptly furnish to Contractor copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its Subcontractors and when requested, assist Contractor in any investigation it may conduct of any such accident, injury or illness.

It is **your responsibility** to keep the above paperwork up to date at all times. Ensure that all updates are mailed to our corporate office in Addison. No checks will be processed if you have out-of-date information.

Matrix Construction Services will accept emailed copies and faxed copies of any invoices, certificates of insurance or material/labor releases. Our Accounts Payable email address is AP@matrixsvc.com. Original/Fax invoices must be in our office before 5:00 P.M. on the FIRST day of the month to be included in Accounts Payable processing around the 25th of that month. Invoices not received by the 1st, will not be paid until the following month. Should the 1st fall on the weekend, it is imperative that the completed invoices be in our office prior to the beginning of business the first Monday in order to be considered for that month's payment processing. Invoices received after 8:30 A.M. on the first Monday will not be considered timely and **will not be processed but** will be scheduled for the following cycle.

If you are submitting invoices for emergency services performed, the invoices need detailed description of all services performed. If you submit an invoice in which progress payments are applicable, you will need to submit a copy of the proposal with the first progress billing. When the time occurs to request additional draw(s), you will only need to submit an invoice for the appropriate draw, showing the percentage requested and including the job information and applicable releases. We will have a schedule by Subcontractor on all progress payments that we will reference to expedite your payment. Please see attached example for progress billing.

It is required that you initial the bottom right corner of page 1 and sign the bottom of this document IN BLUE INK and return both pages to us as soon as possible. No checks will be processed until we have confirmation that you have read, agree and will abide by the requirements.

Agreed by:

X

Company Name

X

Authorized Signature

X

Date

X

Print Name & Title



CLIENT REFERENCES

Client Reference #1
Reference Business Name:
Contact Name:
Title:
Phone Number: ()
Scope of Services Provided:
Client Reference #2
Reference Business Name:
Contact Name:
Title:
Phone Number: ()
Scope of Services Provided:
Client Reference #3
Reference Business Name:
Contact Name:
Title:
Phone Number: ()
Scope of Services Provided:

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



DRESS CODE AND FIELD OPERATIONS POLICIES
FOR SUBCONTRACTORS

1. All personnel must wear long pants, shirts with sleeves, and construction work boots. (For work on delicate tile floors, tennis shoes are acceptable.)
2. Men are required to be clean-shaven daily or have neatly trimmed beards and mustaches.
3. No radios or stereos are allowed on-site.
4. Subcontractors are not permitted to use any of the client's tools or equipment.
5. No parking in private driveways, except pick up or delivery. Do not block trashcans set out for pick-up.
6. Do not use the client's telephones or restrooms without the clients' permission. Any phone usage must be for Matrix Construction Services business only.
7. Subcontractors are to clean up daily after themselves and haul away their own debris, unless told otherwise by the project supervisor.
8. Baseball-type caps must be worn with the bill of the cap facing forward.
9. No shirts, hats, jackets, bumper stickers on vehicles, nor signs of any sort that may be constructed as offensive in any way will be allowed on any Matrix Construction Services job site or at any meeting.

X

(Initials)

REQUEST FOR CERTIFICATE OF INSURANCE

Date: _____

To: _____

From: _____

Policy #: _____

Send this completed form
to your insurance company
or agent.

Please email an **original** Certificate of Insurance
to: ap@matrixsvc.com

A) **General Liability**- Coverage is to be in the amount of no less than:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate:	\$1,000,000
Products and Completed Operation Aggregate	\$1,000,000

CG20100704 AND CG20370704 (or its equivalent) Additional Insured endorsement is required naming Matrix Contracting Services, LLC DBA Matrix Construction Services as an additional insured.

- Such insurance shall also be endorsed to include a Waiver of subrogation in favor of Matrix Contracting Services, LLC.

B) **Workers Compensation & Employers' Liability**- State requirements and \$1,000,000 Employers' Liability Waiver of Subrogation shall be included.

C) **Automobile Liability**- \$1,000,000 combined single limit per occurrence to cover bodily injury, accidental death, and property damage. Matrix Contracting Services, LLC and its directors, agents and employees must be named as additional insured. Such insurance shall also be endorsed to include a Waiver of Subrogation in favor of Matrix Construction Services.

- Matrix Construction Services shall not be liable for any deductible on additional insured coverage's, and any coverage maintained by Matrix Construction Services shall be excess and non-contributory.
- A provision shall be included that coverage afforded under all policies will not be cancelled or allowed to expire unless at least thirty (30) days prior written notice has been given to Matrix Construction Services (10 days for non-payment)
- An original certificate is to be mailed to Matrix Construction Services at the above address for any and every change or renewal of policy, until further notification.

Thank you.

X	X	X
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Signature

Title

Date



**The following pages
are for you to keep
for your reference.**

**Do not return
any of the
following pages.**



CORPORATE OFFICE

4950 Keller Springs
Road, Suite 310
Addison, TX 75001
(469) 240-2330
FAX (469) 240-2329

To: All Subcontractors

From: Jason Kelly

Please be advised that it is against Matrix Construction Services policy to contract work directly with our Clients. All work to be performed is to be administered by Matrix Construction Services via the Project Manager and the approved scope of repairs.

We will not tolerate any subcontractor providing "side-work." Any deviation from the scope of repairs requires express written permission from either the Project Manager or Management.

Failure to follow this procedure will result in the immediate removal of your company from our approved Subcontractor List.

We appreciate your immediate compliance and cooperation.

Sincerely,

Jason Kelly

Jason Kelly, Member

Matrix Construction Services



DRESS CODE AND FIELD OPERATIONS POLICIES

FOR SUB-CONTRACTORS

1. All personnel must wear long pants, shirts with sleeves, and construction work boots. (For work on delicate tile floors, tennis shoes are acceptable.)
2. Men are required to be clean-shaven daily or have neatly trimmed beards and mustaches.
3. No radios or stereos are allowed on-site.
4. Subcontractors are not permitted to use any of the client's tools or equipment.
5. No parking in private driveways, except pick up or delivery. Do not block trashcans set out for pick-up.
6. Do not use the client's telephones or restrooms without the clients' permission. Any phone usage must be for Matrix Construction Services business only.
7. Subcontractors are to clean up daily after themselves and haul away their own debris, unless told otherwise by the project supervisor.
8. Baseball-type caps must be worn with the bill of the cap facing forward.
9. No shirts, hats, jackets, bumper stickers on vehicles, nor signs of any sort that may be construed as offensive in any way, will be allowed on any Matrix Construction Services job site or at any meeting.

CONDITIONAL WAIVER AND RELEASE OF FINAL PAYMENT

On receipt by the signer of this document of a check from Matrix Contracting Services, LLC (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of the check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____
_____ (Company Name)

By: _____ (Signature)
_____ (Title)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name), _____ (job title) of _____ (company name).

Signature
Notary Public – State of _____
My Commission Expires: _____