PROFESSIONAL
GLASS WORKS, LLC.

Professional References

➢ **Kyle Jones – Premier Glazing Products (PGP) - Cell: 214.475.3417 – Email: kjones@pgp-usa.com**

PGP is a manufacturer's representative agency engaged in the promotion of, sales and service of a variety of products purchased through the Construction Industry. The agency combines over 160 years of experience to provide their customers and the architectural community with a "premier" level of service. The company has local offices in the Dallas, Houston, and San Antonio/Austin markets.

PGP represents the following architectural vendors for Aluminum & Glass, and Windows & Railings:

- Viracon
- Kawneer
- W&W Glass
- Dawson Doors
- Performance Architectural Systems
- Crane Revolving Doors
- Solar Innovations
- Kane Security Screens
- Sterling Dula Railings
- Orazen Extruded Polymers
- All Season Windows
- Thermal Windows, Inc.

PGP offers AIA/CEU Presentations for Architects, Designers, and Consultants at their Design Center.

- **Kevin Seddighzadeh, PE, SE – DK Structural Engineering, LLC - Cell: 214.417.2198 – Email: pm@dkstructural.com**

Kevin is a Principal Engineer at DK Structural. He is licensed in the State of Texas as a Structural Engineer and Professional Engineer. Prior to joining DK Structural he was employed at Childress Engineering. He is a graduate of Texas Tech University.

- **Joey Childress – Childress Engineering Services (CES) – Cell: 469.576.1166 – Email: jchildress@cesglobal.com**

Joey Childress, Global Sales Director for ***Childress Companies (CC),*** of which **Childress Engineering Services (CES)** is a part of, is the voice and point for coordination and functions as the lead for client / project interest and process. After 12 years heading up the firm's Forensic Investigations and Emergency Disaster Response Team (Consulting Business Unit), he transitioned into a broader role company wide. This role with the company is to ensure that CC/CES Teams provide onsite consulting services to clients for the investigation of structural / envelope system failures and property damage caused by weather events, construction defects, and natural catastrophic events. In addition, this role dictates being engaged to Developers, Architects, GC's and Property Management firms with their New Design / Construction needs. "Serve the Client, Solve the Problem".

CES Areas of Expertise Include:

- Custom System Design Assistance.
- Project Phase Consulting Assistance.
  - o Schematic Design o Design Development o Construction Documents o Specification Writing o Mock-Up Testing o Construction Administration o QAQC Inspections and Field Testing
- Building code and ADA code interpretation.
- Forensic services and expert witness testimony.
- Main-frame structural evaluations.
- Building envelope structural and roofing & waterproofing evaluation.
- Specialty structures, including handrail, guardrail, and structural glass floor systems.
- Third party peer review.
- Remedial construction design.
- Property condition assessment.

PROFESSIONAL
GLASS WORKS, LLC.

Notable Projects

Carlos Velasco, Founder

- Memorial Herman Hospital – Glazing Contractor: Glass Wall – General Contractor: Manhattan Construction Company
- Shell Woodcreek – Glazing Contractor: Harmon - General Contractor: DE Harvey
- Capital Ridge – Glazing Contractor: Vision Enclosure Walls – General Contractor: Roger O'Brien
- LaBerge D 'Luc – Glazing Contractor: Vision Enclosure Walls – General Contractor: Manhattan Construction Company
- 2100 Nueces – Glazing Contractor: McInerney & Associates – General Contractor: Rogers O'Brien
- 2100 San Antonio – Glazing Contractor: McInerney & Associates – General Contractor: White Construction
- LSU Stadium – Glazing Contractor: McInerney & Associates
- Dixson High School – Glazing Contractor: Duke Glass
- Galvestonian – Glazing Contractor: Duke Glass
- Building P4 Navy Training Facility - Glazing Contractor: Binswanger
- Airforce Village – Glazing Contractor: Alliance Glazing Technology
- 3009 Post Oak – Glazing Contractor: Haley-Greer – General Contractor: Skanska
- UT DK Royal Stadium - Glazing Contractor: Haley-Greer
- Palisade Palms - Glazing Contractor: Haley-Greer
- Enron Tower II - Glazing Contractor: Haley-Greer – General Contractor: Clark Construction
  - 1000 Main - Glazing Contractor: Haley-Greer
- U of H Science & Engineering Building – Glazing Contractor: Haley-Greer

PROFESSIONAL
GLASS WORKS, LLC.

Project Specific Safety Initiative

PGW LLC is committed to protecting our employees, the public, property, and the environment from accidental loss. We will not accept unsafe behavior or unsafe acts of any type in our workplace. We are committed to meeting our safety, health, and environmental responsibilities as they relate to jobsite safety.

We regard our employees as our most valuable resource. Providing our employees with a safe and hazard free workplace is one of our primary business objectives. We believe safety and health is the responsibility of each and every employee. Because an effective safety culture is the result of an efficient system supported by an employee-oriented team effort, all employees must maintain their own personal commitment to this safety and health process and strive for continuous improvements.

We will minimize our risk of injuries while pursuing excellence in our jobsite safety process by:

1. Training all employees in the safe method of performing their job-specific duties.
2. Requiring each of our employees to use a systematic approach to jobsite safety.
3. Ensuring our employees meet or exceed all federal, state, and local compliance laws and regulations.
4. Routinely assess and reduce workplace hazards/practices through inspections and reports.

Safety Training

Our employees receive monthly training on numerous safety-related topics. Training includes video, exam, and group discussion for the following topics:

Glass Handling	Ladder Safety
Fall Protection	Fire Safety
Scaffold Safety	Lockout/Tagout
Overhead Cranes and Hoists	Housekeeping
Heat Safety	Hand and Power Tools
Personal Protective Equipment	Slips, Trips, and Falls
Hazard Communication	

Where any project site requires five or more consecutive days, Our Supervisor shall hold a weekly *Tailgate* or *Toolbox* meeting with the employees.

Our Supervisor shall assess the skill and knowledge level of jobsite workers to determine the appropriate training topic and method. The higher the hazard risk, the more detailed the discussion of potential hazards and necessary precautions.

Violation of PGW Safety Rules

First Safety Offense – the employee is issued an Informal Verbal Warning.
Second Safety Offense – the employee is issued a Formal Written Warning.
Third Safety Offense – the employee is issued a Final Warning. Fourth Safety Offense – the employee is Terminated.

Jobsite Inspection

Before this project begins, our designated Competent Person will tour the jobsite to develop a site-specific safety plan for safeguarding Company workers. The plan shall include:

1. Removing or isolating hazards as required by OSHA.
2. Establishing a Fall Protection Plan.
3. Providing and enforcing the use of all Personal Protective Equipment and Personal Fall Arrest Systems.
4. Coordinating with other contractors for the protection of all workers.
5. Jobsite safety inspection forms and mitigation steps

Emergency Response

In the event of a fire, serious medical injury, rescue event, or other major emergency, it is the policy of PGW to immediately contact advanced emergency responders by calling 911. After professional assistance is requested, jobsite authorities are notified of the situation.

A detailed site-specific Emergency Action Plan shall be developed by the Supervisor and discussed with all workers on or before the day the job starts.

1. Method of emergency communication shall be determined at the site (telephone, radio, air horn, etc.).
2. Location of severe weather shelters, exit locations.
3. Identification of primary and alternate meeting locations in case of evacuation.
4. Discussion with and special instructions to Company personnel regarding unusual environmental hazards (extreme temperatures; harmful plants, reptiles, animals, or insects), to include awareness and avoidance instructions.

Emergency telephone numbers shall be posted at the Primary First Aid Station with the following:

1. The physical address and specific location of this jobsite (building, wing, floor, etc.).
2. Ambulance
3. Police Department
4. Fire Department
5. Poison Control
6. Closest emergency clinic
7. Closest medical facility

Emergency Contact Information

Bill Olsen
Cell: 346.600.5929
Email: bill@pg-works.com

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

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

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

CHECK ☐ BOX OF STATEMENT THAT APPLIES

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

Notice of Declaration

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

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

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.
Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

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

Notice of Agreement

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

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

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

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

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

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

Hiring Contractor's Affirmation

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

Federal Tax I.D. Number

Signature of Hiring Contractor | Date | Address (Street)

Printed Name of the Hiring Contractor | Address (City, State, Zip)

Independent Contractor's Affirmation

Federal Tax I.D. Number

Signature of Independent Contractor | Date | Address (Street)

Printed Name of the Independent Contractor | Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here

DWC FORM-83 (Rev. 10/05)

DIVISION OF WORKERS' COMPENSATION

Form **W-9** (Rev. October 2018)

Identification Number and Certification Request for Taxpayer

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

Department of the Treasury
Internal Revenue Service

▸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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(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)

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.

Social security number

– –

or

Employer identification number

–

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.

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** ▸

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)

Cat. No. 10231X

•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.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) mm/dd/yyyy

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

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

PRODUCER Insurance Agency/Broker Address City, State Zip Phone: (xxx) xxx-xxxx Fax: (xxx) xxx-xxxx	**CONTACT** Contact Name for Certificate Requests/Changes **NAME:** **PHONE (A/C, No, Ext):** (xxx) xxx-xxxx **FAX (A/C, No):** (xxx) xxx-xxxx **E-MAIL** marilyn@theunderwoodagency.com **ADDRESS:**
INSURED Named Insured (Same as policy) Mailing Address City, State Zip	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Issuing Insurance Carrier — Required **INSURER B :** Issuing Insurance Carrier **INSURER C :** Issuing Insurance Carrier **INSURER D :** Issuing Insurance Carrier **INSURER E :** Issuing Insurance Carrier **INSURER F :**

ACORD®

Sample

COVERAGES CERTIFICATE NUMBER: 183 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR ✓ ntractual Liability GE ✓ GGREGATE LIMIT APPLIES PER: .ICY ☐ PRO-JECT ☐ LOC IER:	✓	✓	Complete, current policy #	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓		Complete, current policy #	mm/dd/yyyy	mm/dd/yyyy	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE DED ☐ RETENTION $			Complete, current policy #	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYP ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	Complete, current policy #	mm/dd/yyyy	mm/dd/yyyy	✓ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			If applicable	mm/dd/yyyy	mm/dd/yyyy	Occurrence/Aggregate	$ 1,000,000
E	Professional Liability			If applicable				$ 1,000,000

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

FirstSevice Residential Texas, Inc. and it's parent companies, their subsidiaries and their managed properties are an additional insured for both ongoing and completed operations on the general liability policy and an additional insured on the automobile liability policy. Coverage applicable to the additional insured is on a primary and non-contributory basis. A waiver of subrogation shall apply in favor of FirstService Residential, Inc., its parent companies, their subsidiaries and their managed properties on the general liability and workers' compensation policies as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Licensed Agent

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