



This packet consists of forms required to become a BluSky Subcontractor. Please complete each page in its entirety. By company policy we will not be able to issue you a check for work completed until we have received all forms.

The forms required are:

- A current copy of your **General Liability Certificate**.
 - o Policy limit must have a minimum of \$1,000,000.00 general aggregate.
 - o BluSky shall be named as additionally insured.
 - o Subcontractor waives all rights to subrogation.

- A current copy of your **Workers Comp Certificate OR the Declaration of Independent Contractor Status Form**.
 - o Policy limit must have a minimum of \$500,000 for each occurrence, for all employees of the subcontractor.
 - o Subcontractor waives all rights to subrogation.

- A current copy of your **Commercial Auto Liability Certificate**.
 - o Policy limit must have a minimum of \$500,000 for each occurrence
 - o Subcontractor waives all rights to subrogation
 - o Policy must be a commercial policy.

- W-9 Form

- BluSky Vendor Qualifications Form

- BluSky Trade Reference Form

- Subcontractors Safety Checklist

- Subcontractor Agreement

Thank you and please submit all inquiries and completed packets to subpackets@goblusky.com.

We look forward to working with you!

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



Declaration of Independent Contractor Status Form

According to the Colorado Workers' Compensation Act, a person is an independent contractor, not an employee, if *both* of the following statements are true.

1. He/she is free from control and direction in the performance of the service (unless control is exercised under the requirement of any state or federal statute or regulation).
2. He/she is customarily engaged in an independent trade, occupation, profession, or business related to the services performed.

The Colorado Workers' Compensation Act also outlines nine criteria (listed on page 2) to help determine whether or not the above statements are true. For an individual to be considered an independent contractor, he/she must meet only those criteria that are appropriate to the situation. He/she does not need to meet all of the nine criteria.

This Declaration of Independent Contractor Status Form documents the business relationship as defined in the Colorado Workers' Compensation Act. *It is the responsibility of our policyholders and their independent contractor(s) to correctly and truthfully complete this form.* Pinnacol Assurance will accept this form only when it is initialed where applicable, signed, and notarized by both parties. If you do not understand this form, do not sign it.

If you have any questions, please contact your Pinnacol Assurance underwriter at 303.361.4000 or 800.873.7242.

Please make copies of this form as needed. You should complete this form only once for each independent contractor for the lifetime of your Pinnacol policy or until the business relationship changes.

This form is not valid unless a signed and notarized copy of the form is returned to Pinnacol Assurance. Keep the original for your records and send a copy to Pinnacol. You can do this the following ways:

- **Mail:** Pinnacol Assurance
P.O. Box 469011
Denver, CO 80246-9011
- **Email:** customer_service@pinnacol.com
- **Fax:** 303.361.5000

Declaration of Independent Contractor Status Form

We certify **UNDER PENALTY OF PERJURY** that (insert **contractor's name and trade name** below):

Name: _____ Trade name: _____

Performing (type of work): _____

Federal Employer Identification #: _____

Address: _____

Phone: _____

Is an independent contractor (**IC**) and is not an employee of the following policyholder (**PH**):

Policyholder's name: _____

Address: _____

Policy #: _____ Phone: _____

We also certify, by **OUR** initials **WHERE APPLICABLE**, that the above business for which the above individual performs services meet the following criteria:

- IC__PH.___1.** The business **DOES NOT** require the individual to work **ONLY** for the business for whom services are performed (except that the individual may **DECIDE** to work only for the business for a definite period);
- IC__PH.___2.** The business **DOES NOT** establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC__PH.___3.** The business **DOES NOT** pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC__PH.___4.** The business **DOES NOT** terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC__PH.___5.** The business **DOES NOT** provide more than minimal training for the individual;
- IC__PH.___6.** The business **DOES NOT** provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC__PH.___7.** The business **DOES NOT** dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC__PH.___8.** The business **DOES NOT** pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC__PH.___9.** The business **DOES NOT** combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

Do not forget to complete page 3 of this form, which contains the Certification by the Independent Contractor. This certification must be signed and notarized.

Certification by Independent Contractor

The independent contractor understands that he/she:

- Will not be entitled to any workers' compensation benefits in the event of injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the business.
- Is required to provide workers' compensation insurance for all workers that he/she hires.

Signature: _____ Title: _____

Last four digits of Social Security #: **XXX - XX** - _____ (please do not provide us with your complete social Security #)

Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

Notary Public

State of Colorado)

) §§

County of) _____

Subscribed and sworn before me by: _____

This _____ day of _____, _____

Commission expires: _____

Signature: _____

Certification By Pinnacol Policyholder

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature: _____ Title: _____

Policy # or Federal Employer Identification #: _____

Notary Public

State of Colorado)

) §§

County of) _____

Subscribed and sworn before me by: _____

This _____ day of _____, _____

Commission expires: _____

Signature: _____



April 1, 2018

Dear Subcontractor:

This letter is to remind you of our process and policy for accounts payable. Please note our Subcontract Agreement outlines our Invoicing and Payment, which language is provided below. A signed Subcontract Agreement is required any time work in excess of \$500 is to be performed by a Subcontractor on any BluSky project. All subcontractors working without a signed Subcontract Agreement will be subject to this policy as well.

Required Documentation: Payment will not be issued until Accounting has received the following:

- Subcontractor Qualification Packet
- Completed W9 Form
- Current General Liability Insurance certificate
- Current Auto Insurance certificate
- Current Workers Compensation Insurance certificate (or completed and notarized Declaration of Independent Contractor Status form, if Subcontractor has no employees)

Invoicing and Payment: Upon completion of the Subcontract Work, Subcontractor shall submit an invoice to BluSky along with a notarized lien release verifying that upon receipt of payment Subcontractor and all its laborers, materialmen, and suppliers waive their lien rights to Work. Invoices without an identifiable BluSky job number and job name will not be processed. BluSky may withhold 10 percent retainage on Work. BluSky will release such payment when the project has been completed and accepted by Owner. Subcontractor invoices that are properly submitted to BluSky by the first of the month will be paid on the first business day of the following month. Invoices will only be approved for Work that is complete at the time of receipt. Subcontractor further waives claims for interest on delayed payments. Payment by BluSky shall not be deemed acceptance of non-compliant Work.

Properly Submitted Invoice: We accept progress invoices for work completed, provided that each invoice has a unique invoice number. All invoices must have a BluSky job number and job name for processing payments.

Effective immediately, all invoices should be submitted in one of the following ways:

By email: apinvoices@goblusky.com
Please note that emailed invoices must be in PDF format. You can send multiple invoices (PDF files) in the same email but each PDF must be one invoice. So five separate PDF attachments for five invoices is fine; one PDF containing five invoices is not fine.

By mail: BluSky Restoration Contractors LLC
9767 East Easter Avenue
Centennial, CO 80112

All invoices must have a unique invoice number as well as BluSky's job name and job number identified. Any invoices received without this information will be rejected. Rejected invoices will not be paid until they are resubmitted successfully. If you do not know the job name and number, please contact the Project Manager of that job.

Prompt Pay Discount: BluSky reserves the right to prompt pay invoices within 14 days of receipt, and take a 1.5% discount off such invoice in line with customary business terms.

If you have any questions, please contact your Project Manager or BluSky's Accounts Payable Department at 720-457-6182.

BluSky Restoration Contractors, LLC
9767 East Easter Avenue
Centennial, CO 80112

888.88.BluSky
t 303.789.4258
f 303.789.4759

9767 East Easter Avenue
Centennial, CO 80112
goBluSky.com



SUBCONTRACT AGREEMENT

____ (“Subcontractor”) is hereby authorized by BluSky Restoration Contractors, LLC (BluSky) to mobilize and commence the following scope of work. Subcontractor represents that they are experienced and qualified to perform the referenced subcontract work. Subcontractor shall complete the work below:

Scope Of Work

{ } Attachment A: Subcontractor’s Proposal may be utilized to define the Scope of Work and pricing if none is set forth herein or in other BluSky purchase order. ALL OTHER TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED. In the event of an ambiguity, contradiction, or competing term, condition or provision between this Subcontract Agreement and Subcontractor's Proposal or any other agreement, this Subcontract Agreement shall control and govern to the exclusion of all other documents.

Subcontractor agrees to furnish and pay for all materials, labor, transportation, tools, equipment, knowledge, skills, supervision, incidentals, and insurance required to perform the Scope of Work (“Work”) in a professional manner free of defects in accordance with the highest standards of the trade. The Work is ALL INCLUSIVE, therefore, any additions required to complete the Work are included in this Subcontract Agreement, including everything necessary to pass inspection by Owner, BluSky, and any local governing body with the applicable jurisdiction where the project is located. There will be no change orders for Work which could have been discovered by Subcontractor prior to signing Subcontract Agreement and/or which should have been reasonably known to exist by a qualified Subcontractor in this trade. Subcontractor must be present for all inspections that pertain to its Work. Subcontractor shall comply with all safety regulations including daily submission of Job Hazard Analysis (JHA) or Job Safety Analysis (JSA), maintain cleanup on a daily basis and coordinate its work with the BluSky and/or other subcontractors. Subcontractor shall assume all risk and liability for loss or damage to Subcontractor’s materials, tools, or equipment due to Subcontractor’s negligence. Subcontractor will perform daily site clean-up related to his work or that of his workers. Subcontractor will be fined \$25.00/day for failing to clean jobsite. Subcontractor is responsible for security for its work tools and materials. Subcontractor agrees to indemnify and hold harmless both Owner and BluSky for any claims, directly or indirectly, on account of loss or damage to its Work tools or materials.

Subcontract Amount: \$ _____ **Project No:** _____ **Project Name:** _____

Start Date: _____ **Completion Date:** _____ **Liquidated Damages \$** _____

Invoicing and Payment: Upon Completion of the Subcontract Work, Subcontractor shall submit an invoice to BluSky along with a notarized lien release verifying that upon receipt of payment Subcontractor and all its laborers, materialmen, and suppliers waive their lien rights to Work. BluSky may withhold 10 percent retainage on Work. BluSky will release such payment when the project has been completed and accepted by Owner. **Subcontractor invoices that are properly received per the instructions in this packet by BluSky by the first of the month and approved will be paid on the first day of the following month. Invoices will only be approved for Work that is complete at the time of receipt. Subcontractor further waives claims for interest on delayed payments. Payment by BluSky shall not be deemed acceptance of non-compliant Work nor acceptance or approval of billing for items not explicitly set forth in the contract.**

THE TERMS AND CONDITIONS FOLLOWING ARE PART OF THIS SUBCONTRACT AGREEMENT.

TERMS & CONDITIONS

Performance Time and Liquidated Damages for Delay: Time is of the essence in performance of Work, Subcontractor shall provide BluSky with a proposed Schedule acceptable to BluSky, or, in lieu thereof, as directed by BluSky. Failure to comply with the Schedule constitutes Default. Subcontractor shall be liable for any damages for delay sustained by BluSky caused directly or indirectly by Subcontractor, including but not limited to damages, liquidated or otherwise, for which BluSky is liable to Owner and BluSky’s overhead and expenses related to managing and supervising the prime contract work during such periods of delay. BluSky

shall not be liable to Subcontractor for delay to Work for any reason whatsoever. Should Subcontractor be delayed in the Work by BluSky, then BluSky shall owe Subcontractor therefore only an extension of time for completion equal to the delay caused, and then only if written claim for delay is made to BluSky within forty-eight (48) hours from the time of the beginning of the delay.

Changes and Change Orders: The Subcontractor may be asked by BluSky, without invalidating the Subcontractor Agreement, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions to the Work. Subcontractor, prior to the commencement of such changed or revised Work, shall promptly submit to BluSky any Proposed Change Order for adjustment to the Subcontract Agreement or performance Schedule because of such changed or revised Work. All Change Orders shall be in writing, signed and authorized by BluSky and no additional work shall be performed by Subcontractor that is not provided under this Agreement without a written and executed Change Order, signed by both the Subcontractor and BluSky. This requirement of a writing shall not be modified by the application of the "course of performance" doctrine. The Parties agree the U.C.C. shall not apply to this Subcontract Agreement. Subcontractor shall incur all cost associated for such additional work that was performed without a written and executed Change Order. Subcontractor also hereby acknowledges and agrees that the limit of its claims and recovery against BluSky arising hereunder and/or for work performed for BluSky is limited to the agreed upon contract price (as modified by written change orders signed by BluSky) and that any other actual, consequential, special, incidental, exemplary or other damages are not recoverable and are waived.

Indemnification: To the fullest extent permitted by law, the Subcontractor agrees to indemnify and hold harmless BluSky and the Owner and all their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance, or failure in performance of the Work under this Subcontract Agreement, provided that any such claim, damage, loss or expense is: (i) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; (ii) caused by the negligence, breach of contract, willful misconduct or other legal fault of Subcontractor or any one directly or indirectly employed by him or anyone for whose acts he may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this provision. In any and all claims against BluSky or any of its agents or employees by an employee of the Subcontractor, anyone directly or indirectly employed by him or any 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 Benefits Acts, or other Employee Benefit Acts.

Insurance: Prior to starting Work, the Subcontractor shall procure and maintain in force, Worker's Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance with contractual coverage, Automobile Liability Insurance. Subcontractor will not be paid for Work completed until such documentation is furnished. If Subcontractor fails to provide insurance certificates, then BluSky may deduct insurance expenses from such payments. Review of the Certificates of Insurance by BluSky shall not relieve or decrease the liability of the Subcontractor hereunder. BluSky shall be named as Additional Insured and Certificate Holder on Certificate. **Subcontractor also waives its right to subrogation against BluSky and Owner and agrees to indemnify and hold BluSky harmless from all actions of Subcontractor.** Unless otherwise provided in this subcontract, the Subcontractor's Comprehensive General and Automobile Liability Insurance, as required shall be written for not less than the limits of liability as follows:

- Contractor's Comprehensive General Liability, General Aggregate: Not less than \$1,000,000.00 naming BluSky as additional insured..
- Workmen's Compensation Insurance, not less than \$500,000 for each occurrence, for all employees of Subcontractor.
- Auto Liability Insurance, Not less than \$500,000.00 per occurrence.
- Required Insurance shall be non-cancellable without ten (10) days written notice to BluSky.
- BluSky shall be named as Additional Insured on CGL policy and Subcontractor waives its right to subrogation against BluSky and/or Owner.

Warranty: The Subcontractor represents and warrants that it shall perform all Work in a workmanlike manner free from all faults and defects. Subcontractor shall perform the Work in full compliance with all government ordinances, codes, rules, and/or statutes. Subcontractor shall exercise due care and skill in performing the Work consistent with the highest standards in the applicable trade. Subcontractor further agrees to reimburse Owner and/or BluSky for all costs and damages incurred as a result of Subcontractor's breach of any such warranty. Subcontractor shall warranty workmanship and materials for a period of one-year. The one-year warranty shall commence upon Owner's final written acceptance of Work under the Prime Contract between Owner and BluSky.

Safety: Subcontractor under this Subcontract shall comply, and shall cause all subcontractors to comply with all requirements of Occupational Safety and Health Act (OSHA) of 1970 and all other applicable federal, state, and local health, safety and environmental laws, rules, order and regulations.

Subcontractor under this Subcontract will disclose all information related to past safety performance and will submit subcontractors own safety program for review.

Subcontractor agrees to provide a competent full time onsite supervisor during all site activates and advise his/her name to BluSky without undue delay, including any changes of this person. BluSky shall be entitled to require the Subcontractor to provide evidence supporting the competence of the designated supervisor.

Subcontractor under this Subcontract shall agree to conduct all operations safely, in order to prevent injuries to persons and damage to property. Subcontractor will endeavor to take all practical steps to maintain safe, healthful job conditions. Adequate protective and corrective equipment must be used to minimize existing accident and health hazards.

Subcontractor shall submit a daily Job Hazard Analyses (JHA) or Job Safety Analyses (JSA) for review by BluSky. This document shall identify the daily upcoming potential hazards and preventive measures including proper use of equipment, personal protective equipment (PPE), fall protection and ladder usage.

Subcontractor shall submit written verification acknowledging receipt of a copy of BluSky's safety and health program and is committed to complying with it. See Attachment "B"

As a Subcontractor you have, by accepting this Subcontract, obligated yourself to conduct all operations within BluSky's safety policy and this subcontract.

The Subcontractor shall provide adequate instruction and training (to recognized standards where available) for his employees and subcontractors. BluSky shall be entitled to require the Subcontractor to provide evidence of the competence of his staff and that such instruction and training has been given.

The Subcontractor must maintain high standards of housekeeping; keep its work site, vehicles and accommodation clean, tidy and free of unnecessary obstructions. All walkways must be kept clear of materials and free from any substance likely to cause harm to anyone.

Subcontractor is required before working at height or on any roof, to identify roofing material. Safe access and a safe work place must be provided by subcontractor, for example by use of crawling ladders, crawling boards, barriers, handrails and toe boards. Materials shall be prevented from falling and notices warning of overhead work, displayed at ground level when appropriate. Where the work presents any risk of fire or causes the exposure of flammable materials on the roof, or work area, the Subcontractor shall provide suitable fire extinguishers and its employees or agents and subcontractors, were appropriate, must be trained in their use. BluSky will

provide a 3rd party training and inspection of fall protection equipment and subcontractors plan prior to any work commencing on any roof. Inspections will be performed during working operations.

The Subcontractor agrees that the prevention of accidents to workers engaged in the Work under this Subcontract is the responsibility of the Subcontractor. The Subcontractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by BluSky during the progress of the Work. When so ordered, the Subcontractor agrees to stop any part of the work which the BluSky deems unsafe until corrective measures satisfactory to the BluSky have been taken, and further agrees to make no claim for damages growing out of such stoppages. Should Subcontractor neglect to adopt such corrective measures, BluSky may elect to implement such and deduct the cost thereof from payments due or to become due the Subcontractor, or, terminate Subcontractor's right to proceed, and have the work safely completed by others for Subcontractor's account.

Alcohol and Drug Testing: Drugs and alcohol use or being under the influence thereof, on site is not permitted. Anyone identified as using such or under the influence will be immediately removed from the site.

All of Subcontractor's employees operating commercial motor vehicles and subject to the commercial driver's license requirements must comply with the federal motor carrier safety regulations alcohol and drug-testing program.

Personal Protective Equipment: Subcontractor must furnish its employees with the proper type of personal protective equipment required by the work, i.e.:

- a. **HARD HATS** must be furnished to Subcontractor's employees and worn at all times when the work requires hard hats to be worn.
- b. **EYE & EAR PROTECTION** of an approved type must be provided to and actually worn by Subcontractor's employees when the operations being performed present a danger of eye or ear injury.
- c. **FALL PROTECTION & SEAT BELTS** must be furnished and worn whenever Subcontractor's employees are working in an area where falls from heights are possible. Construction equipment equipped with R.O.P.S. (Roll Over Protective System) must also be equipped with back-up alarms and safety belts; which must be used.
- d. **BRIGHT COLORED SAFETY VESTS** must be furnished and worn by Subcontractor's employees when working in areas immediately adjacent to vehicle traffic and working near or on construction equipment while in the eye of the public.
- e. **ELECTRICAL SAFETY** must comply with Lock out/Tag out and G.F.I. (Ground Fault Interrupter) Protection. All extension cords will be inspected monthly.

Safety Meetings: Subcontractor is expected to conduct a "Tool Box" or "Tailgate" type safety meeting at least once a week with all employees onsite. These meetings will be presided over by Subcontractor's supervisor and documented and submitted to BluSky.

Three Strike Rule: On all BluSky construction projects a Three Strike Rule will be operated. This means that any person &/or Subcontractor working on site will be permanently removed from site after violating Site Safety Rules on three occasions.

First violation: The person & Subcontractor involved will be given a verbal warning which shall be recorded.

Second violation: The person involved will be given a further warning and sent home for a day. The subcontractor will be fined \$500.00

Third violation: The person's manager will be instructed to permanently remove them from site and the subcontractor will stand down all operations for a safety orientation meeting. All necessary costs for this safety orientation meeting will be back charged to subcontractor and subcontractor will be fined \$1,000.00.

Quality of Work and Additional Obligations of Subcontractor:

1. Subcontractor shall supervise and direct the Work and shall cooperate with BluSky in scheduling and performing the Work to avoid conflict, delay in or interference with the work of BluSky, other Subcontractors or Owner's own forces.
2. Subcontractor shall promptly submit Samples, Submittals, Shop Drawings, and Product Data when required by BluSky or the Owner with reasonable promptness and in required sequence outlined by BluSky or Owner, as to cause no delay in the Work.
3. Subcontractor shall submit a Schedule of Values allocated to various parts of the Work, aggregating the Subcontract Amount. The Schedule of Values must be approved by BluSky prior to Subcontractor making any applications for payment. The Subcontractor's shall submit applications for payment based on the Schedule of Values.
4. Periodic progress reports on the Work of this Subcontractor shall be provided to BluSky regarding information on the status of materials, equipment which may be used in the course of performance of the Work, Subcontractor's workforce on the job, and other information that may be requested by BluSky regarding the Work.
5. Subcontractor agrees that BluSky or the Owner shall each have the authority to reject Work of the Subcontractor that does not conform with BluSky'S Contract with the Owner. BluSky or the Owner's decisions on matters relating to aesthetic effects shall be final and binding on the Subcontractor.
6. All Work shall comply with all manufacturer and supplier requirements concerning installation and product warranty standards, local codes and be in conformance with the highest standards of the applicable trade.
7. If Subcontractor finds a discrepancy in the Scope of Work, Drawings, Specifications and other contract documents, Subcontractor shall request a written clarification from BluSky. If Subcontractor does not notify BluSky in writing and continues with Work, Subcontractor shall incur all costs and damages associated with such Work and correction thereof.
8. No smoking is allowed on BluSky jobsites. A \$25.00 fine per incident shall be imposed on Subcontractor for violating this policy.
9. Construction shall comply with all safety regulations of the Federal, State and municipal authorities, and particularly, agrees to comply with all requirements to the Occupational Safety and Health Act of 1970, and all regulations promulgated by the U.S. Department of Labor under the terms thereof.
10. Subcontractor shall be responsible for the inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work. Commencement of Work constitutes acceptance of same.
11. Subcontractor agrees to cooperate with BluSky in providing any third party required documentation in order for BluSky to receive payment.
12. Subcontractor further agrees to cooperate and participate with BluSky in any statutory proceedings concerning construction defect claims.

Dispute Resolution: All disputes between BluSky and Subcontractor shall be resolved through the Colorado Courts. Colorado law shall apply exclusively and Venue for all proceedings shall be Arapahoe County, Colorado. The parties acknowledge, consent, and submit to the personal jurisdiction of the Colorado courts. In the event legal proceedings are commenced, Subcontractor agrees to pay BluSky its costs and reasonable attorneys' fees in addition to other damages.

Subcontractor Exclusivity:

Absent BluSky’s written approval, Subcontractor shall not:

1. Perform, assign or delegate its duties under this Contract to another, nor shall it, directly or indirectly, contract with Owner, or accept payment from Owner for the Work of this Subcontract; nor,
2. Solicit Owner to enter into a contract, nor accept from Owner an offer, to perform, directly or indirectly, any work for the Owner, for one (1) year after the completion of the Work under this Subcontract Agreement.

Subcontractor acknowledges that the identity of and the contracting agents for the Owner (“Proprietary Information”) was previously unknown to it. BluSky and Subcontractor agree that the Proprietary Information is the property of BluSky. BluSky and Subcontractor agree that this Subcontractor Exclusivity provision is a material consideration to BluSky entering into this Subcontract Agreement.

In the event of violation of this Subcontractor Exclusivity, Subcontractor agrees to pay to BluSky all sums paid by BluSky to Subcontractor pursuant to this Contract as well as all monies Subcontractor receives for Work/work, as the case may be, in violation of this provision.

Subcontractor Default:

In the event that Subcontractor fails to cure any delay or defect in performance of work per BluSky's direction then BluSky may in its sole discretion and election, at any time, terminate Subcontractor's further performance and backcharge Subcontractor for costs to remedy the delay or defect as well as for any additional costs BluSky incurs, above the subcontract price, to complete Subcontractor's scope of work and including any other consequential or liquidated damages BluSky incurs including costs and attorneys' fees.

In the event of termination, to the extent materials have been ordered, Subcontractor, specifically and irrevocably, by execution hereof, directs such suppliers to thereafter, upon demand of BluSky, to respond to and deliver the materials in accordance with BluSky’s instructions and Subcontractor releases and waives any claims against such suppliers and shall indemnify and hold the suppliers harmless in the event of BluSky’s direct instruction.

Subcontractor further acknowledges and agrees that at any time, regardless of Subcontractor termination or continued performance or substantial completion, BluSky may backcharge Subcontractor by tender of invoice for the same.

Backcharges may include, without limitation, costs of additional properly skilled workmen, materials, equipment, tools, supplies, overhead, supervisory fees, insurance, and any other expenses or fees incurred to remedy any delay or stoppage in work, to complete the work, or to correct the work, (including after substantial completion), or for any settlement of BluSky with a property owner in full or partial satisfaction of claims involving Subcontractor's work or performance thereof.

BluSky may deduct the backcharges, including without restriction thereto, all charges, expenses, losses, costs and damages incurred as a result of the Subcontractor’s default from any money then due or thereafter to become due to the Subcontractor under this Subcontract Agreement or any other Subcontract Agreement then in existence between BluSky and Subcontractors, specifically including costs and legal fees incurred by BluSky. Subcontractors understand that this means BluSky may set off damages or claims it has on one Project against monies due or to become due to Subcontractor on another Project Subcontractor is performing for BluSky.

The remedies provided in this provision are in addition to, and not in lieu of, any other remedies, legal or equitable, available to BluSky whether provided under this Subcontract or otherwise. In the event of legal proceedings concerning Subcontractor’s default, Subcontractor agrees to pay and agrees that the Court and/or the Arbitrator, if applicable, shall award to BluSky its costs and legal fees in addition to actual damages sustained.

Waiver of Lien: Subcontractor knowingly and unconditionally hereby waives its rights pursuant to State law, and/or equitably, to a Mechanic’s Lien and Subcontractor releases BluSky for any claims to trust funds or for an accounting for monies paid by Owner on this project. Subcontractor agrees to look only to BluSky for payment of the Subcontract Amount.

Termination for Convenience: BluSky may at any time and for any reason, terminate this Subcontract Agreement for convenience upon written notice to Subcontractor. In such event, Subcontractor shall be entitled to its costs and profit thereon only upon Work performed to date of Termination.

Assignment: Subcontractor shall not be permitted to assign or subcontract any portion of the Work.

Entire Agreement: This Agreement contains the entire Agreement of the parties. All prior agreements respecting the subject matter hereof are of no force or effect. All modifications to this Agreement shall be in writing signed by both parties, there are no verbal agreements to this Subcontract Agreement.

BluSky Restoration Contractors, LLC

Subcontractor: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 9767 E. Easter Avenue, Centennial, CO 80112

Address: _____



SUBCONTRACTOR SAFETY CHECKLIST

SUBCONTRACTOR NAME: _____

Dear Subcontractor:

As part of our Safety Program and compliance on your part, there are requirements you must abide by in order to be on our jobsites. All OSHA requirements must be met. All insurance and safety compliance forms must be at our corporate office before starting work. This checklist should be completed and a copy returned to BluSky Restoration Contractors.

WE BELIEVE IN SAFETY AND INSIST UPON IT.

We require the following and will not tolerate anything less:

- The competent person(s) for your company is/are: _____
- A copy of your complete Company Safety & Hazardous Communication Program with your company name on it must be provided to us and it will be kept on file with your other company information.
- A copy of your MSDS sheets must accompany your Hazardous Communication Program.
- Your company's weekly safety meets must be made available upon request.
- Your employees must understand that HARD HATS are required on our jobsites.
- Your employees must respond to and abate any safety violations they are issued immediately.
- A representative from your company MUST attend all Safety Meetings while your company is on the job site.

Have your Employees & Subs been training in the following:	Do Your Employees & Subs have the following:
<input type="checkbox"/> Fall Protection	<input type="checkbox"/> Fall Protection Equipment
<input type="checkbox"/> OSHA 10 Hour Course	<input type="checkbox"/> Hard Hats
<input type="checkbox"/> CPR/First Aid	<input type="checkbox"/> Safety Glasses
<input type="checkbox"/> All Written Programs	<input type="checkbox"/> First Aid Kit
<input type="checkbox"/> Other as Applicable	<input type="checkbox"/> Other as Applicable

I, _____, of _____
have read BluSky Restoration Contractors Subcontractor Safety Checklist and have received BluSky's Safety Policy and agree to abide by their program.

Subcontractor Signature

Title

Date



Vendor Qualifications

Thank you for your interest in working with BluSky Restoration Contractors to produce a quality product for our customers. We understand that you are vital to the success of our organization and our customer's complete satisfaction. We look forward to building a mutually rewarding relationship with your company. At BluSky, we do not accept average or OK, we want to be better, therefore, we respectfully request that our vendors adhere to the highest standards of customer service and an old school attitude of craftsmanship. Please fill out the following statement of qualifications and return to us at your earliest convenience.

Company Name: _____	Owner/President: _____
Address: _____ _____	Office Manager: _____
Phone: _____	Years in Business: _____
Fax: _____	Dunn & Bradstreet #: _____
Email: _____	Annual Sales: _____
Ins. Agent Name: _____	Sole Proprietor / LLC / Corporation (circle)
Policy Limits: GL: _____	Agent Phone: _____
Work Comp: _____	Auto: _____

Customer References

(List customers that you have worked for)

Name: _____	Dates of Project: _____
Address: _____ _____	Type of Project: _____
	Phone: _____
Name: _____	Dates of Project: _____
Address: _____ _____	Type of Project: _____
	Phone: _____
Name: _____	Dates of Project: _____
Address: _____ _____	Type of Project: _____
	Phone: _____

Trade References

(List General Contractors or Suppliers)

Name: _____ Trade: _____
Address: _____ Credit Limit: _____
_____ Phone: _____

Name: _____ Trade: _____
Address: _____ Credit Limit: _____
_____ Phone: _____

Name: _____ Trade: _____
Address: _____ Credit Limit: _____
_____ Phone: _____

Licenses Held

(List all licenses and numbers held by your company/supervisors)

1. _____ 2. _____
3. _____ 4. _____

Other

Does your company have a formal safety program? _____
Does your company perform background checks on new employees? _____
Does your company perform drug testing of employees? _____
Has company ever operated under a different name? _____
Has company ever filed for bankruptcy protection? _____
If yes, explain: _____
Has company ever had a mechanics lien by supplier for non payment? _____
If yes, explain: _____
Has company ever filed a mechanics lien on any property? _____
If yes, explain: _____
Are there any current lawsuits against your company? _____
If yes, explain: _____
Have any of your licenses ever been suspended or revoked? _____
If yes, explain: _____
Do you employ any employees with violent or sexual backgrounds? _____
If yes, explain & list: _____

BluSky Office Use Only

Reviewed By: _____ Date: _____
Reference 1: _____ Reference 2: _____
Reference 3: _____ Reference 4: _____
Approved? _____ Reason? _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current

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 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 Vendor's Insurance Agent Information Please send this SAMPLE CERTIFICATE to your Agent	CONTACT NAME: Vendor's Insurance Agent Contact Information	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: (Insurer must have a rating of A- or higher.)		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y				COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

*BluSky must be listed as Additional Insured on General Liability policy.
 *Waiver of Subrogation in favor of BluSky must be included for General Liability, Workers Compensation and Automobile Liability policies.

This sample certificate is intended to relay the certificate holder's minimum requirements

CERTIFICATE HOLDER**CANCELLATION**

BluSky Restoration Contractors, LLC 9767 East Easter Avenue Centennial, CO 80112	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 Authorized Signature

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