

Subcontractor Qualification Packet

This packet consists of forms required to become a subcontractor for BluSky Restoration Contractors, LLC (“BluSky”). Please complete each page in its entirety. BluSky’s agents and employees are not authorized to enter into any oral agreements. Subcontractor is not contracted to perform any work or services, and BluSky will have no obligation to pay for any work or services, until such time as BluSky has received all applicable documentation and insurance fully executed by BluSky.

Master Subcontractor Agreement

Purchase Order (Sample)

Workers Compensation Statement

Master Payment Agreement

W-9

Subcontractor Safety Checklist

Jobsite Rules

BluSky COVID-19 Safety Guidance for Construction Sites

Subcontractor Qualifications, Trade References & Licensing

Insurance Requirements

A sample *Certificate of Liability Insurance* has been included.

General Liability

- Minimum policy limit of \$1,000,000 general aggregate
- BluSky Restoration Contractors, LLC shall be named as additionally insured
 - o Both ongoing operations *and* completed operations coverage must be included
- Waiver of Subrogation required

Workers Comp

- Minimum policy limit of \$500,000 for each occurrence for all employees of the subcontractor
- Waiver of Subrogation required
- In lieu of work comp, Sole Proprietors or Independent Contractors shall complete the **Exempt Status Workers Compensation Statement**

Commercial Auto Liability

- Minimum policy limit of \$500,000 for each occurrence
- Waiver of Subrogation required
- Policy must be a commercial policy or a personal policy that does not contain a business exclusion

Once you have completed all necessary forms, please submit them to subpackets@goblusky.com and CC your BluSky point of contact. If you have any questions or concerns, please call (562) 528-8000 and ask to speak with Maria Aldaz, Yuriko Lopez, or Nick White.

We look forward to working with you!



MASTER SUBCONTRACTOR AGREEMENT

_____(“Subcontractor”) (If applicable, California Contractor’s License No. _____) and BluSky Restoration Contractors, LLC (California Contractor’s License No. 1005805) (“BluSky”) hereby enters into this Master Subcontractor Agreement (the Agreement) effective as of the date first signed below and continuing until terminated by written notice of one of the parties. The Agreement shall govern and control the relationship of the parties and ALL work, services, materials, or consulting the Subcontractor provides to BluSky. Subcontractor represents that they are properly licensed, experienced, and qualified in the areas of work they perform under this Agreement. Pursuant to this Agreement, BluSky shall issue Purchase Orders or other directives to Subcontractor stating a Scope of Work for which Subcontractor is being hired to perform, each of which shall be effective and enforceable upon issuance by BluSky and receipt by Subcontractor.

1. 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 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 Agreement and/or which should have been reasonably known to exist by a qualified Subcontractor in this trade. **ANY EXTRA WORK, SCOPE CHANGES, CHANGE ORDER OR CLAIMS FOR EXTRA WORK PERFORMED BY SUBCONTRACTOR WITHOUT PRIOR WRITTEN AUTHORIZATION FROM AN OFFICER OF BLUSKY – NOT BLUSKY’S SUPERINTENDENT – IS NOT DEEMED CONTRACTED AND SUBCONTRACTOR AGREES THAT BLUSKY HAS NO OBLIGATION TO PAY FOR SUCH WORK.**

2. Subcontractor must be present for all inspections that pertain to its Work. Subcontractor shall comply with all safety regulations including 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 plus clean-up costs for failing to clean the 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. In addition to the terms and conditions herein, Subcontractor shall be bound to BluSky by the terms and conditions of the Prime Contract between BluSky and Owner whether or not Subcontractor has requested or received a copy of the Prime Contract.

3. Invoicing and Payment: Upon Completion of the Work, Subcontractor shall submit an invoice to BluSky along with original statutory conditional lien releases for itself and for all of its suppliers and subcontractors verifying that upon receipt of payment Subcontractor and all its laborers, materialmen, sub-subcontractors, and suppliers waive their lien rights to Work and the project. BluSky may withhold ten percent (10%) retainage on Work. BluSky will release such payment when the project has been completed

and accepted by Owner. For any work expressly directed and approved by BluSky in writing for which there is not a specified agreed upon cost, BluSky in its sole discretion shall determine the appropriate cost, if any, for such work and that shall be what is due to Subcontractor. In no event will BluSky be liable for costs associated with work which was not directed and approved by BluSky in writing prior to the commencement of such work. **Subcontractor invoices and lien releases 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. BluSky's receipt of payment from Owner on account of Subcontractor's Work shall be a condition precedent to BluSky's duty to pay Subcontractor for the same.**

4. 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.

5. Changes and Change Orders: The Subcontractor may be asked by BluSky, without invalidating the Agreement, to make changes in the Work within the general scope of this Agreement 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 Agreement or performance Schedule because of such changed or revised Work. All Change Orders shall be in writing, signed and authorized by an officer of BluSky, not BluSky's superintendent, 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.

6. Indemnification: To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend, 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 and expert costs, arising out of or resulting from the performance, or failure in performance of Subcontractor's obligations and Work under this Agreement, including but not limited to, bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; claims under workers compensation acts, California Labor Code section 218.7, or any other employee benefit acts with respect to Subcontractor's employees; violation of any federal, state or local law, regulation or code; mechanic's lien or stop notice claims; or any other type of claims, damages, injury or loss arising out of or related to the activities of or the work performed (including any addenda to this Agreement, "extras" or claimed written or verbal change orders to this Agreement). Notwithstanding the foregoing, nothing herein shall require Subcontractor to indemnify BluSky or Owner to the extent the claim or liability was not 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 it or any for whose acts it 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.

7. 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, and Automobile Liability Insurance. Subcontractor will not be paid for Work completed until such proof of such insurance, including Certificates of Insurance, Waivers of Subrogation, and Additional Insured Endorsements is furnished to BluSky. 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's insurance coverage shall provide additional insured coverage on a primary and non-contributory basis. **Subcontractor also waives its right to subrogation against BluSky and Owner and agrees to indemnify, defend, and hold BluSky harmless from all allegations, claims, damages, and losses arising out of or related to Subcontractor's acts or omissions.** All insurance required herein shall be maintained without interruption from and after the date hereof. Liability policies on "claims made basis" will not be acceptable except as may apply to specific areas of coverage acceptable to BluSky such as pollution and professional liability. 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:

- a) Contractor's Comprehensive General Liability, General Aggregate: Not less than \$1,000,000.00 naming BluSky as additional insured for ongoing operations and completed operations and shall include a waiver of subrogation as to BluSky and Owner.
- b) Workmen's Compensation Insurance, not less than \$500,000 for each occurrence, for all employees of Subcontractor and policy must provide waiver of subrogation as to BluSky and Owner.
- c) Auto Liability Insurance, Not less than \$500,000.00 per occurrence naming BluSky as additional insured for ongoing operations and completed operations and shall include a waiver of subrogation as to BluSky and Owner.
- d) Required Insurance shall be non-cancellable without ten (10) days written notice to BluSky.

8. 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 manufacturer's installation instructions, 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.

9. Safety:

- (a) 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.
- (b) Subcontractor under this Subcontract will disclose all information related to past safety performance and will submit subcontractor's own safety program for review.
- (c) 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.
- (d) 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.

(e) Subcontractor shall submit a 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, ladder usage, etc.

(f) Subcontractor shall submit written verification acknowledging receipt of a copy of BluSky's safety and health program and is committed to complying with it.

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

(h) 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.

(i) 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.

(j) Subcontractor is required before working at height or on any roof, to identify roofing material. Safe access and a safe workplace 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, where appropriate, must be trained in their use. Equipment operators shall be licensed or certified to operate such. 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.

(k) 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.

10. Knowledge and Consent Regarding Communicable Diseases: Subcontractor warrants and represents that it is familiar with all applicable laws, ordinances, codes, rules, standards and regulations pertaining to the spread of communicable diseases, including without limitation pandemics, viruses, and COVID-19, and that it, its employees, and all others acting under its direction or control, shall at all times comply with and abide by all such local, state and federal statutes, ordinances, rules and regulations, and any amendments thereto, including but not limited to, state, county, and local health officer orders; the building codes of the governmental entity having jurisdiction over the Property; the Occupational Safety and Health Act of 1970; Executive Orders 11246, 11375 and 11478 (relating to the establishment of OSHA and all safety regulations promulgated pursuant thereto); and any other applicable statute or ordinance. Subcontractor shall exercise full responsibility for compliance with all such applicable laws, ordinances, codes, rules, standards and regulations by Subcontractor, its agents, employees, suppliers and sub-tier contractors and Subcontractor shall indemnify and hold BluSky and Owner harmless from any claims arising from a failure to so comply.

11. 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.

12. Personal Protective Equipment: In addition to what is required to prevent the spread of communicable diseases, 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.

13. 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 and/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.

14. Quality of Work and Additional Obligations of Subcontractor:

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) No smoking is allowed on BluSky jobsites. A \$25.00 fine per incident shall be imposed on Subcontractor for violating this policy.
- (i) 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.
- (j) 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.
- (k) Subcontractor agrees to cooperate with BluSky in providing any third party required documentation in order for BluSky to receive payment.
- (l) Subcontractor further agrees to cooperate and participate with BluSky in any statutory proceedings concerning construction defect claims.

15. 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.

16. Subcontractor Exclusivity: Absent BluSky's written approval, Subcontractor shall not:

- (a) 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,
- (b) 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 Agreement.
- (c) 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 Agreement.
- (d) 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.

17. Subcontractor Default:

- (a) 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 or supplement 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.
- (b) 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.
- (c) 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 Agreement or any other Agreement then in existence between BluSky and Subcontractors, specifically including costs and legal fees incurred by BluSky. Subcontractors understand that this means BluSky may offset 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.

- (d) The remedies provided in this provision are cumulative, 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. The undersigned personally guarantees Subcontractor's faithful performance of this Agreement and shall be and remain liable for Subcontractor's defaults and breaches hereunder.

18. Termination: BluSky may at any time and for any reason, terminate this 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. The terms of this Agreement shall survive any termination, whether by BluSky or Subcontractor.

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

20. 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 OTHER TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE EXPRESSLY EXCLUDED.** In the event of an ambiguity, contradiction, or competing term, condition or provision between this Agreement and Subcontractor's Proposal, bid documents, scope of work exhibits, or any other agreement, exhibit or attachment, this Agreement shall control and govern to the exclusion of all other documents. All modifications to this Agreement shall be in writing signed by both parties, there are no verbal agreements to this Agreement.

21. No Alterations: No revisions or alterations to this Agreement shall be binding or enforceable against

BluSky unless BluSky's Corporate Attorney or an Executive Vice President has reviewed and approved and such approval is evidenced in writing.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. FOR CALIFORNIA, ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

BluSky Restoration Contractors, LLC:

Signed: _____

Date: _____

Name: _____

Title: _____

Address:

9110 E. Nichols Ave., Ste. 180

Centennial, CO 80112

Subcontractor:

Signed: _____

Date: _____

Name: _____

Title: _____

Address: _____



PURCHASE ORDER

Pursuant to that Master Services Agreement dated _____, between BluSky Restoration Contractors, LLC (“BluSky”) and _____ (“Subcontractor”).

BluSky Job ID: _____

Project Address: _____

Project Start Date: _____

Projected Completion Date: _____

Liquidated Damages: _____

Purchase Order Value: _____

Payment Terms: _____

Scope of Work: _____

All services performed by Subcontractor for BluSky, whether or not specifically described herein, are governed by the Master Subcontractor Agreement between the parties. No other documents or terms control and any estimates, proposals, invoices, or the like provided by Subcontractor shall in no way supersede, abridge, or otherwise take precedent over the terms of the Master Subcontractor Agreement. Initially capitalized words or defined terms used in this Purchase Order and not otherwise defined herein shall have the meaning as defined in the Master Subcontractor Agreement.

THIS PURCHASE ORDER IS AGREED TO AND ACCEPTED on the date it is received by Subcontractor, unless Subcontractor notifies Contractor in writing within 24 hours of its objection to any terms contained herein.

Dated: _____

BluSky:

By: _____

Printed Name: _____

Title: _____

Subcontractor:

By: _____

Printed Name: _____

Title: _____

**Workers Compensation Statement
Exclusions of Officer(s)/Owner(s)**

- a. I represent and warrant that my company is a sole proprietorship or independent contractor with no employees and that my company and I are exempt from the requirements to maintain workers compensation
- b. I understand that the officers and/or owners (listed below) of my company have no rights under BluSky's workers compensation insurance policy
- c. The officers and/or owners of my company maintain health insurance that will cover any injuries for us that we sustain while working
- d. The officers and/or owners of my company maintain personal disability insurance that will replace lost income if we are injured and unable to work
- e. The officers and/or owners of my company will not hold BluSky responsible for any injuries we sustain while fulfilling our contract

Owners / Officers

Name

Title

Name

Title

Name

Title

I hereby confirm that the above statements are true and correct.

Should the above information change in any way, I shall contact the BluSky corporate office with the appropriate documents.

Print Name of Owner of Business

Name of Business

Signature of Owner

Date

Master Payment Agreement

Please follow the guidelines below when submitting your invoice for payment. Please note that delays in payment may occur if paperwork is not complete or submitted properly. A signed Subcontract Agreement is required for any work or services to be performed by a subcontractor on any BluSky project. All subcontractors working without a signed Subcontract Agreement are not entitled to receive any payment. Do not perform any work without a duly executed Subcontract Agreement.

All invoices must have a unique invoice number as well as BluSky's jobsite address, job number, Subcontract Agreement (or Change Order), and lien release. Invoices may be submitted in one of the following ways:

By email: apinvoices@goblusky.com

Please request a "read receipt" in order to document when your invoice was submitted

By mail: BluSky Restoration Contractors, LLC
9110 East Nichols Ave., Suite 180
Centennial, CO 80112

Payment will be issued in approximately 30 days of receipt. Please **do not** deduct retention as it will be deducted automatically.

Prompt Pay Discount

BluSky reserves the right to prompt pay invoices within 14 days of receipt and to take a 1.5% discount off such invoices in line with customary business terms

Labor Pool

Labor Pool invoices must list the date, time, names, and rate worked for each individual in invoice description along with time sheets (BluSky sign-in sheets may be used)

For billing inquiries, please contact our A/P Manager by email at angie.boswell@goblusky.com or by phone at (720) 381-3718.

Company Name: _____

Owner's Signature: _____ Date: _____

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) ▶ _____ | | <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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)

- 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.

Subcontractor Safety Checklist

Subcontractor Company 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 and all insurance and safety compliance forms must be on file with us before starting work.

We believe in safety and insist upon it.

The competent person/s or responsible party/ies for your company is/are:

- A copy of your company safety program or Injury & Illness Prevent Policy (IIPP)
- A copy of your SDS must be provided upon request
- A list of your company's safety training topics must be provided upon request
- Your employees understand that steel-toe boots and hard hats are required on our jobsites
- Your employees must respond to and correct any safety violations they receive on our jobsites
- All jobsite personnel must attend safety meetings/Toolbox Talks while on the jobsite

Are your employees trained in the following?

Do your employees and 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"/> Steel-toe Boots |
| <input type="checkbox"/> CPR/First Aid | <input type="checkbox"/> Safety Glasses | <input type="checkbox"/> Safety Vests |
| <input type="checkbox"/> Lead/Asbestos | <input type="checkbox"/> First Aid Kit | <input type="checkbox"/> Gloves |
| <input type="checkbox"/> Other OSHA/IICRC Training | <input type="checkbox"/> Other PPE as applicable | |

I, _____, of _____
have read and understood the Subcontractor Safety Checklist, Jobsite Rules, and COVID-19 Mandatory Jobsite Requirements.

Signature

Title

Date



Job Site Rules

AUTHORIZED PERSONNEL ONLY

- 1. All visitors must be authorized by the Project Manager, Superintendent, or the BLUSKY Representative to enter the project site**
- 2. No drugs or alcohol at any time**
- 3. No children or pets allowed in work area**
- 4. No music at any time**
- 5. All workers must use required personal protective equipment**

Hard Hats – At all times

Eye Protection – At all times Proper

Foot Wear – At all times Hand

Protection – As needed Fall

Protection – Over 6 Feet

Note: Other protection may be warranted by specific hazards

- 6. All workers must follow ladder and scaffold safety regulations**
- 7. All workers must follow BLUSKY and OSHA safety rules and regulations while on the job site**
- 8. All workers must clean up after themselves**
- 9. Any injuries, accidents, and/or hazards discovered, must be reported immediately to the BLUSKY Risk Department**

BluSky COVID-19 SAFETY GUIDANCE FOR CONSTRUCTION SITES

March 31, 2020

The safety and health of our workers is our highest priority and the policies and procedures we have in place are designed to keep our workers safe from all hazards, including Covid-19, during these trying times. At our construction/renovation/demolition job sites, the supervisor will enforce basic safety measures to prevent our work force from potentially contracting or spreading viruses to their co-workers or the public at large. All subcontractors and all of subcontractor's workers must be trained and required to follow all Cal-OSHA (www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html) and local health officer requirements, and BluSky's protocol, including but not limited to:

- A single designated entry point shall be set up on all projects to better track personnel on site.
- All workers shall keep a safe distance (minimum of 6 feet) from their co-workers and anyone else on the job site.
- Workers should limit the use of co-workers' tools and equipment. To the extent tools must be shared, the Company will provide alcohol-based wipes to clean tools before and after use. When cleaning tools and equipment, consult manufacturing recommendations for proper cleaning techniques and restrictions.
- The workers shall practice good hygiene by washing their hands (thoroughly for 20 seconds) and face on a regular basis, and before leaving the job site. Hand washing facilities or liquid hand sanitizers must be available at strategic locations at job site.
- Any worker who shows symptoms of flu or having a cold, cough or temperature or shortness of breath and difficulty breathing shall be sent home immediately and not allowed to return until all Symptoms subside.
- Record keeping must be kept at all job sites. Sign in sheets with signatures and times must be taken before the job begins.
- Proper professional protective equipment (PPE) shall be worn by all BluSky personnel on all job sites. This includes Respiratory protection that covers the user's nose and mouth. If there are individuals at the job site who are not workers, some type of face covering, cloth or hospital-type masks, should be worn. Also a change of clothing for workers who do not have overalls or protective suits. Latex or Nitrile gloves shall be worn during all work activities when feasible. Protective Eyewear, goggles or approved safety glasses, must be worn at the job site. Any site-specific special safety equipment shall be provided by BluSky and must be worn at the job site.
- BluSky employees shall be trained in donning and doffing protective equipment to prevent cross contamination and thoroughly protect the worker as well as the environment.
- BluSky employees shall follow all decontamination procedures, including proper disposal of suits and gloves and any other equipment or material deemed hazardous.
- All BluSky employees shall have their temperature taken before the start of any job site construction work. If their temperature exceeds 100.4 degrees Fahrenheit, they will not be allowed onsite and be directed to seek medical attention.
- Any worker denied entry to job site will not be allowed back on the job until they have a no elevated temperature for 72 hours.
- Individual health information will be protected and only accessible by authorized persons to the extent necessary to protect the health of the worker and others.

BluSky's policies and procedures for protecting the health of our workforce are based on the most up-to-date information from CDC, OSHA and California Department of Public Health. We understand, in this rapidly changing environment, that new or different information comes out daily if not hourly. BluSky is committed to keeping up with the latest information to keep all our employees safe and protected at the job sites.

Subcontractor Qualifications, Trade References & Licensing

Thank you for your interest in working with BluSky! 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.

Company Name: _____ Owner/President: _____
 Address: _____ Office Manager: _____
 _____ Years in Business: _____
 Phone: (_____) _____ - _____ Dunn & Bradstreet: _____
 Fax: (_____) _____ - _____ Annual Sales: _____
 Email: _____ Sole Proprietor / LLC / Corporation (circle)
 Insurance Agent Name: _____ Agent Phone: (_____) _____ - _____

Insurance Policy Limits

General: _____ Work Comp: _____ Auto: _____

Customer References

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

General Contractors or Suppliers

Name: _____ Trade: _____
 Address: _____ Credit Limit: _____
 _____ Phone: (_____) _____ - _____

Name: _____ Trade: _____
 Address: _____ Credit Limit: _____
 _____ Phone: (_____) _____ - _____

Name: _____ Trade: _____
 Address: _____ Credit Limit: _____
 _____ Phone: (_____) _____ - _____

License(s) Held

All licenses held by your company and supervisors (please attach current copies of each)

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

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does your company have a formal safety program? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does your company perform background checks on new employees? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does your company perform drug testing of employees? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever operated under a different name? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever filed for bankruptcy protection? If yes, explain: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever had a mechanics lien by a supplier for non-payment? If yes, explain: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever filed a mechanics line on any property? If yes, explain: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there any ongoing lawsuits against your company? If yes, explain: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Have any of your licenses ever been suspended or revoked? If yes, explain: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Do any of your employees have criminal records and/or sexual backgrounds? |

Exempt Status Workers Compensation Statement
(for Non-Employee Sole Proprietorships)

- a. I have no employees and I am not required to carry workers compensation insurance
- b. I understand and agree that, as an independent contractor or sole proprietorship, I have no rights under BluSky's workers compensation policy
- c. I have health insurance that will cover any injuries I sustain while working for myself
- d. I have a personal disability insurance policy that will replace lost income if I am injured and unable to work
- e. I will not hold BluSky responsible for any injuries I sustain at a BluSky project or while fulfilling my contract

I hereby confirm that the above statements are true and correct.

Should the above information change in any way, I shall inform BluSky in writing of all such changes and provide BluSky's corporate office with the appropriate documents and will perform no work or services until such time as I maintain workers compensation insurance in compliance with the Subcontract Agreement or have correct all such changes.

Print Name of Owner of Business

Name of Business

Signature of Owner

Date