

Website: www.blmconstruction.net Address: 2415 W. Market St. Unit 3 York, PA 17404 Phone: (717) 650-1472 HIC#: PA022567

Subcontractor/Vendor Setup Form

Thank you for your interest in partnering with BLM Construction! Please fill out the fields below as applicable.

State: Zip:
Cell Phone? Yes No
EIN #:

Payment Procedure -

Text or email all paperwork and questions to quality@blmconstruction.net.

We pay weekly based on progress. To receive your payment in a timely manner, please adhere to the following procedures:

- 1. A quote that includes all work to be performed is required prior to starting work.
- 2. Email or text all quotes and invoices to quality@blmconstruction.net and the job manager.
- 3. Quotes and invoices must contain the BLM job number and full scope of work.
- 4. If the work being quoted or invoiced isn't on your original scope, please add "Change Order" to the document.
- 5. Only work completed and approved by the job manager will be paid.
- 6. Your invoice will be paid within 14 days of BLM Construction receiving it.

7. All checks will be put on the back door of our office by 5 p.m. every Thursday. Checks will remain on the back door until noon on Friday at which point they will be removed from the back door and mailed.

8. Direct deposit is the best payment option! Call the office with your banking info to set up direct deposit or complete a direct deposit form to receive your payment electronically. BLM Construction is not responsible for delays in postal service and electronic banking.

9. You are responsible for keeping job sites clean. BLM will assess a cleaning fee, if needed.

I have read and agree to the BLM Construction Handbook and payment procedure outlined above.

Print Name: _

Sign Name: ____

Subcontractor Handbook



Contact Information

Address: 2415 W Market St. Unit #3 York, PA 17404 Office Phone: 717-650-1472 Email: quality@blmconstruction.net Website: blmconstruction.net

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Welcome to the BLM Construction & Remodeling, LLC team!

When you become a subcontractor with BLM Construction & Remodeling, you join a community of skilled and motivated team members dedicated to accomplishing our mission of providing quality construction services at affordable prices. Done Fast. Done Right.

We expect our work to make a difference and set the highest standards for quality and customer service. To that end, we prioritize everything we do and focus our resources on that which will produce the greatest, most enduring benefit.

We expect the service we render our clients to always be timely, worthy, courteous, respectful, and fully able to meet their needs. In the pursuit of our mission, we intend to be a healthy, creative organization with the financial and human resources needed to produce our best work. We require ourselves to abide by the highest professional standards.

As a BLM Construction & Remodeling, LLC subcontractor, you play an important role in helping fulfill the company's organizational purpose. This Subcontractor Handbook describes the policies and procedures, established by BLM Construction & Remodeling, LLC, that we expect our Subcontractors to follow. Please read it carefully and keep it handy for future reference.

If you are uncertain about any policy or procedure, please contact the CEO. BLM Construction & Remodeling, LLC retains the right, as needed, to change any policy or procedure from time to time. Please refer to our website for updates.

Sincerely,

Barry L. Mease Founder/CEO

BLM Construction & Remodeling, LLC



Company Background

As a full-service contractor since 2001, BLM Construction & Remodeling, LLC offers a complete range of construction services to the commercial, residential, and medical industries, providing our customers with the highest quality product for the most economical price.

We are a design build contractor who can work with existing plans or provide a comprehensive design build solution. We begin working with our customers early in the project process to offer guidance on project planning and design. Whether working directly with the customer or the architect or engineer, we bring practical design experience to any project.

Customers will experience a worry-free building process because we take charge of the project planning, coordinating, and executing from beginning to end. We pride ourselves not only on quality work, but quality communication. Our customers have 24-hour access to an online portal featuring their project's schedule, estimate, pictures, change orders, invoices and more.

Mission & Values -

Our Mission

Our mission, at BLM Construction & Remodeling, is to add value to our customers' homes and businesses by completing construction projects on time and on budget using morals and values that bring glory to God.

What Sets Us Apart

• We take construction projects from inception to completion using strict business ethics and God centered values.

• We are a small contracting company that fills the gap between a handy man and a large construction company. Our average project is \$35,000, but we have done several projects over \$1 million and under \$10,000.

• We have three main services: residential, commercial, and maintenance. Having three services makes our processes a bit more complex but also allows our company to sustain changes in the economy.

Core Values

- Generosity: We are kind and unselfish, especially with our time and contributions.
- **Courage:** We are confident in the face of challenges, doing what needs to be done regardless of fear.
- **Respect:** We treat everyone equally and give each person the same level of care and attention.
- Hope: We maintain confidence in positive outcomes and give assurance to those we serve.
- **Peace:** We focus on personal development and find compromise in situations where others see conflict.

Service Area

We proudly serve Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry and York counties in PA. We have also completed projects outside these service areas.

Processes

The primary purpose of all onboarding procedures at BLM Construction & Remodeling, LLC is to help ensure that the recruitment, selection, and orientation of all new subcontractors is soundly planned, properly coordinated, and effectively controlled.

Subcontractor Setup

Please complete the following forms to be considered a subcontractor. These forms can be filled out and downloaded by visiting our website at www.blmconstruction.net and clicking on "Sub/Vendor Setup" on our home page or by picking up a packet at our office.

Checklist:

- □ Sub/Vendor Setup Form
- COI (General Liability, Auto, Workers' Comp, Umbrella)
- □ Direct Deposit
- U Workers' Compensation Insurance Coverage Information (Notarized)
- 🗆 W-9
- □ Subcontractor Agreement
- □ Read Sub/Vendor Handbook

Please complete all the above forms and email to quality@blmconstruction.net, mail, or drop them at the office.

Bidding

- 1. Prior to starting any work, we must receive a detailed scope of work with cost breakdown and duration.
- 2. Email a completed scope of work to quality@blmconstruction.net.
- 3. Obtain the signature of a BLM Construction & Remodeling, LLC representative on the scope of work.

Payment Procedure

We pay weekly based on progress. To receive your check in a timely manner, please adhere to the following procedures:

- 1. Email all estimates to quality@blmconstruction.net by 5 p.m. on Tuesdays.
 - a. All estimates must contain a BLM P.O. number. (example: BLM20356)
 - b. Provide a detailed scope of work on your estimate listing all material and labor with prices broken out into line items.
 - c. Provide a preferred payment disbursement on your estimate. Otherwise, you will be paid on progress of work complete.
- 2. Payments will be made on completed work only. BLM does not prepay labor. If materials need to be purchased, please call the office and we will pay the vendor directly.
- 3. BLM Construction retains the right to hold 10% of each invoice to be paid upon final customer payment.
- 4. Checks are mailed on Fridays. Direct deposit is available. Please complete a direct deposit form to receive your payment electronically. BLM Construction is not responsible for delays in postal service and electronic banking.
- 5. You are responsible for keeping job sites clean. BLM will assess a cleaning fee, if needed.

Subcontractor Policies

In addressing the need for clear, quick, and frequent communication, feedback, and responsiveness, BLM Construction & Remodeling, LLC has established a communication protocol that applies to all modes of communication.

- 1. Direct all customer communications to the job manager.
 - a. Do not speak to the customer about other trades or subcontractors.
 - b. Do not speak to the customer about the project schedule.
 - c. Do not speak to the customer about invoicing, payments, or job costs.
 - d. Do not speak to the customer about performing additional work.

2. Maintain a positive, can-do, helpful attitude. It is important to manage our communication with customers, subcontractors and BLM employees. Managing our communication means keeping a cool, level head and addressing any issues or problems directly to the BLM job manager, not the customer, subcontractor or BLM subordinate.

3. If there ever is a time where you are feeling frustrated, concerned, or upset, we want you to communicate directly with the BLM job manager.

4. We never want our customers feeling concerned. So, when an issue arises, communicate that issue directly to the BLM job manager.

5. We have found that if we vent up, we are able to brainstorm solutions and develop a great attitude and thereby able to resolve any conflict that may arise without adding more strain or damage to a situation.

6. Do not communicate any change orders, selections, project schedule items, or costs with the customer or another subcontractor. Communicating with the customer or subcontractor will keep the job manager out of the loop and lead to costly delays.

Code of Conduct

When customers pay a lot of money, they expect special treatment. If a subcontractor ignores the rules, they will be warned and, in some cases, fined. Repeat offenders will be replaced, sometimes in the middle of a job.

1. Take breaks off premises. Lunch breaks and quick breaks need to be taken elsewhere. We do not want our customers to ever see someone not working or, worse yet, sprawled out on their patio furniture.

2. Smoking: Do not smoke inside a home or building, occupied or unoccupied. BLM Construction & Remodeling, LLC's policy is to provide a safe and healthy work environment for our employees, team members, and customers. Do not smoke on a job site.

3. Keep tools off finished surfaces. This is a finable offense. If a subcontractor leaves a wrench, drill, toolbox, or anything of the sort resting on a countertop, coffee table, end table, speaker, or any other piece of furniture, they will be fined \$50.

4. Cover finished surfaces in work areas with drop cloths or cardboard. If a customer sees a pipe wrench sitting on a bare counter and a new scratch or nick was discovered in that area, guess who paid for the repair, regardless of how the damage happened?

5. No loud or raunchy radio stations. We understand that music makes the day go faster, but we insist that music should not be heard outside the work area, and radio stations featuring politics or raunchy subject matter are banned altogether.

6. Bathrooms are off limits. Nothing is more personal than a bathroom. Some people are horrified by the idea of a stranger nosing around their most personal space. Also, no one wants to be subjected

to the mess, smells, and noises created by a bathroom break.

7. Observe start and stop times. Our clients like to see that there is progress being made on their project, but many of them are irritated if there was a crew in their house both when they left for work in the morning and when they got home at night.

8. Existing HVAC system. We require the HVAC system to be shut down whenever there's dusty work taking place, so the filth would not spread all over the house. However, remember to turn the heat back on when you leave. Nothing makes a worse impression than having your client waking up freezing in the middle of the night.

9. Lock the doors behind you. Do not forget to lock a door or set an alarm, especially if you just left for a lunch break.

10. Dress like a professional. We do not enforce a formal dress code, but we expect professionals to look the part. While we know that working in extreme heat is no fun, we do not allow sleeveless tank tops, and working shirtless is out of the question. At times, you may be required to wear a hard hat, steel toed boots, and safety shirts or vests. Please ensure you have these items available at a moment's notice. We also encourage you to cover explicit tattoos.

11. Cleanliness. Leave the job site clean and free of all debris when leaving, even if it is only to go on a break. The customer may stop in to check on progress and think you left the job site a mess. If we need to clean up after you, you will be charged, and the amount will be taken off your invoice. Also, unplug all tools and machinery and keep all tools and materials meticulously organized and stacked.

12. Construction site parking. When on a job site, take time to find out the parking requirements. Ask the BLM job manager or customer. BLM Construction & Remodeling, LLC assumes no responsibility or liability for automobiles. Lock your car and take your keys.

Safety

BLM Construction & Remodeling, LLC strives to provide its team members with a safe and healthy workplace environment. To accomplish this goal, team members must diligently undertake efforts to promote safety.

Each subcontractor shall undertake the responsibility to educate team members as to hazards of the job site.

Subcontractors shall devote their full-time skill and attention to the performance of their job responsibilities with the highest standard of care and good judgment. Subcontractors will always follow all safety rules and regulations .

All job-related injuries or illnesses are to be reported to the job manager immediately, regardless of severity.

Failure to report an injury or illness may preclude or delay the payment and could subject BLM Construction & Remodeling, LLC to fines and penalties.

An accident report is to be completed by the subcontractor.

Subcontractors are required to have the 10-hour OSHA Safety training certification.

BLM Construction & Remodeling, LLC values its subcontractors and desires all subcontractors to obey the law and observe common safety measures.

If you believe there is a life-threatening situation, call 911 right away. Even at the sight of blood, 911 should be contacted. Once an ambulance is called, please contact the job manager, and notify him/her of the situation.

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Equal Opportunity Organization

As an Equal Opportunity organization, BLM Construction & Remodeling, LLC does not discriminate on any legally-recognized basis, including and without limitations to race, color, sex, age, religion, marital status, national or ethnic origin, physical or mental disabilities, or sexual preferences in the administration of hiring and employment practices.

In all cases, BLM Construction & Remodeling, LLC adheres to federal, state and local laws, regulations and guidelines with regard to nondiscrimination against job applicants or team members on any legally recognized basis.

Sexual Harassment

BLM Construction & Remodeling, LLC prohibits sexual harassment of any team member by another team member or a supervisor. The purpose of this policy is not to regulate the morality of a team member. It is to assure that in the workplace, no team member is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it includes: repeated unwelcome and unwanted sexual advances, requests for sexual favors, or repeated verbal or physical conduct of a sexual nature, including but not limited to repeat uninvited touching.

Sexual harassment of a team member will not be tolerated. There will be no adverse action taken against team members who report violations of this policy or participate in the investigation of such violations.

Any team member who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

We will not tolerate any retaliation directed at anyone who reports what they feel to be discrimination, harassment or other violations of company policies.

Substance Abuse

Compliance with BLM Construction & Remodeling, LLC Drug and Alcohol Policy is a condition of your engagement. Team members are expected and required to report to work on time and in an appropriate mental and physical condition for work. Any team member who violates BLM Construction & Remodeling, LLC Drug and Alcohol Policy will be subject to removal from the job.

BLM Construction & Remodeling, LLC strictly prohibits contractors from engaging in the following activities:

1. The unauthorized use, possession, manufacture, distribution, dispensation, or sale of illegal drugs, drug paraphernalia, controlled substances, tobacco, or alcohol on BLM Construction & Remodeling, LLC grounds, at a client's site, or elsewhere if a team member is engaged in company business.

2. Any activity that compromises the integrity or accuracy of BLM Construction & Remodeling, LLC illegal drug and alcohol testing program.

3. Any failure or refusal to abide by BLM Construction & Remodeling, LLC Drug and Alcohol Policy or, where applicable, additional rules relating to BLM Construction & Remodeling, LLC Drug and Alcohol Policy.

4. Any conviction under a criminal drug statute for violations occurring in the workplace, during working hours, or when a colleague is engaged in company business must provide written notice

of such conviction to BLM Construction & Remodeling, LLC no later than five working days after such conviction.

BLM Construction & Remodeling, LLC further prohibits any subcontractor from reporting for work while under the influence and impaired by legal and illegal substances or alcohol and from entering on to a facility or client's premises or any other location including, but not limited to where an employee is representing BLM Construction & Remodeling, LLC. A subcontractor discovered to be using or under the influence of illegal drugs, tobacco, or alcohol while at work or during working hours will be declared unfit for work, asked to leave the job site, and possibly face fines.

BLM Construction & Remodeling, LLC may require its team members to be tested for illegal drugs or alcohol when BLM Construction & Remodeling, LLC has reason to believe that the subcontractor's work performance or on the job behavior may have been affected in any way by illegal drug use or alcohol abuse and/or when BLM Construction & Remodeling, LLC determines that an employee may have caused or contributed to an accident involving a fatality, serious bodily injury, or damage to property.

Engagement Termination

Subcontractors are hired "at will". BLM Construction & Remodeling, LLC has the discretion and right to terminate a subcontractor at any time with or without cause. The occurrence of any of the following violations will result in immediate dismissal:

- 1. Theft/vandalism, including but not limited to taking property from any BLM Construction & Remodeling, LLC, location, from a client or team member.
- 2. Inappropriate conduct with team member or clientele.
- 3. Unauthorized and/or after hour use of facilities, reckless/violent behavior, and/or fighting
- 4. Inappropriate or non-business-related actions on a job site.
- 5. General insubordination.
- 6. Failure to respond to and/or execute directives.
- 7. Soliciting business from existing or previous customers.
- 8. Disclosure of confidential information to non-BLM Construction & Remodeling, LLC personnel.
- 9. Job abandonment: if a Subcontractor has been absent for 1 workday without notification.
- 10. Failure to meet quality standards.
- 11. Invalid/false reporting.
- 12. Misreporting hours.
- 13. Tardiness.

This list is not intended to be all-inclusive but merely serves as an example.

BLM CONSTRUCTION & REMODELING, L.L.C.

SUBCONTRACTOR RISK AND INSURANCE AGREEMENT

This SUBCONTRACTOR RISK AND INSURANCE AGREEMENT between BLM CONSTRUCTION & REMODELING, L.L.C. located at 2415 West Market Street, Pennsylvania 17404, and York. (SUBCONTRACTOR NAME hereinafter also referred to as "SUBCONTRACTOR" or "you"), located (street address) at (citv). (state) (zip) sets forth certain terms and conditions related to construction services as a subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C. For the consideration described herein and with the intent to be legally bound, the parties agree to the following terms and conditions:

- BLM CONSTRUCTION & REMODELING, L.L.C. will request from time to time and _______(SUBCONTRACTOR NAME) will provide trade services as a subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C.. The parties understand that each are independent of the other and _______(SUBCONTRACTOR NAME) shall act as independent/subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C..
- 2. Scope of Work The parties will have a separate agreement in writing for each project the parties enter into that includes, but is not limited to such items as : scope of work, payment terms, materials required, project specific requirements, and the like. The terms of any secondary agreement are incorporated into this agreement by reference as though fully set forth herein.
- 3. (SUBCONTRACTOR NAME) shall be responsible for the means, methods, techniques, sequences and procedures, and for coordinating all the subcontracted work.
- 4. (SUBCONTRACTOR NAME) shall carry out all work in a first-class, workmanlike manner, and in accordance with sound modern practices of the applicable trades.
- 5. Subcontractor agrees to maintain and keep in force, throughout the entire term of this Agreement General Liability Insurance, Business Automobile, Umbrella, and Workers Compensation Insurance if applicable and will provide a certificate of insurance to BLM CONSTRUCTION & REMODELING, L.L.C. evidencing the same.
 - a. Subcontractor shall maintain the following policies and policy limits during the entire term of the contract:

General Liability:	\$1,000,000 per each Occurrence and \$2,000,000 General Aggregate.
Business Automobile:	\$1,000,000
<u>Umbrella</u> :	\$1,000,000
Workers Compensation:	\$100,000/500,000/100,000 - Must Meet the requirements for the state in which the work will be performed

Subcontractor agrees to name BLM CONSTRUCTION & REMODELING, L.L.C. as an additional insured for General Liability for both On-Going and Completed Operations, as an Additional Insured or Designated Insured for Automobile Liability. General Liability Policies shall have a Per Project Aggregate. Coverage required herein shall be on a Primary and Non-Contributory basis. All Certificates shall list the Additional Insured Endorsement form number and all endorsement forms shall be attached to the certificate for review to determine if such forms are acceptable to BLM CONSTRUCTION & REMODELING, L.L.C... General Liability must be written on Form CG 001 10 04 or later edition. Insurance provided under this Agreement shall be written with a carrier with an A.M. Best Rating of A- or better.

The insurance required by this section shall not be cancelled without thirty (30) days written notice to BLM CONSTRUCTION & REMODELING, L.L.C... In the event a Notice of Cancellation is issued for any policy listed on a Certificate of Insurance provided to BLM CONSTRUCTION & REMODELING, L.L.C. by Subcontractor, Subcontractor agrees to notify BLM CONSTRUCTION & REMODELING, L.L.C. of such Notice of Cancellation upon receipt of the notice. This insurance shall be maintained for no less than one (1) year after Subcontractor completes work for BLM CONSTRUCTION & REMODELING, L.L.C. even if this Agreement is terminated for any reason.

SUBCONTRACTOR AGREES THAT ALL SUMS DUE AND OWEING MAY BE WITHHELD UNTIL ALL INSURANCE REQUIREMENTS SET FORTH IN THIS AGREEMENT ARE COMPLIED WITH TO THE SATISFACTION OF BLM CONSTRUCTION & REMODELING, L.L.C. ITS INSURERS AND/OR OTHERS CHARGED WITH MONITORING COMPLIANCE OF THIS AGREEMENT.

b. Subcontractor agrees to waive its right of recovery against BLM CONSTRUCTION & REMODELING, L.L.C. for bodily injury or property damage and agrees to have all policies identified above endorsed to provide a Waiver of Transfer of Rights of Recovery Against Others also known as Waiver of Subrogation so that Subcontractor's insurance carrier also agrees to waive its right of recovery against BLM CONSTRUCTION & REMODELING, L.L.C. and/ or its insurers.

- c. BLM CONSTRUCTION & REMODELING, L.L.C. shall reserve the right to waive any of the requirements set forth in this Agreement, but such waiver shall not be deemed a waiver of any other insurance requirements set forth under this Agreement.
- (SUBCONTRACTOR NAME) agrees to 6. hold harmless, save, indemnify and defend BLM CONSTRUCTION & REMODELING, L.L.C. hereunder, consisting of BLM CONSTRUCTION & REMODELING, L.L.C., and each of its divisions, related or affiliated entities, and each of its owners, stockholders, affiliates, divisions, subsidiaries, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, insurers, representatives and all persons acting by, though, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which may be brought against, BLM CONSTRUCTION & REMODELING, L.L.C. or any of them, by reason of any matter, cause, or thing whatsoever, including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to you providing services as a Subcontractor to BLM CONSTRUCTION & REMODELING, L.L.C.
- 7. In claims against any person or entity indemnified under this section by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the above paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 8. The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

(a) employees and other persons at the site;

(b) materials and equipment stored at the site or at off-site locations for use in performance of the Contract work; and

(c) all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the project or involved in the Contract work.

- 9. Subcontractor shall keep all work areas clean and free from debris to avoid accidents on the job site. The Subcontractor shall clean-up work area on the job site at the close of each work day.
- 10. The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders, and other lawful requirements established to prevent injury, loss or damage to persons or property.
- 11. The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage.
- 12. The Subcontractor shall exercise extreme care in carrying out any Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. At all times relevant hereto, the Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.
- 13. The Subcontractor is required to promptly remedy any loss or damage caused to the work, materials, equipment and property on the job site, but only to the extent caused in whole or in part by the Subcontractor and/or persons or entities performing work for or on behalf of the Subcontractor, regardless of tier, who have furnished labour, materials or services relating to the Subcontractor shall not be required to remedy any loss or damage which is not attributable to the fault or negligence of the Subcontractor or of any person or entity for whose acts the Subcontractor may be liable.
- 14. The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to BLM CONSTRUCTION & REMODELING, L.L.C., the designated safety representative shall be the Subcontractor's project superintendent.
- 15. The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures, or site so as to give rise to an unsafe condition or create an unreasonable risk of personal injury or property damage. The Subcontractor shall have the right to request, in writing, from BLM CONSTRUCTION & REMODELING, L.L.C. loading information concerning the structures at the site.
- 16. The Subcontractor shall give prompt written notice to BLM CONSTRUCTION & REMODELING, L.L.C. of any accident involving

personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

- 17. Prevention of accidents at the site is the responsibility of BLM CONSTRUCTION & REMODELING, L.L.C., Subcontractor, and all other Subcontractors, persons and entities at the site. Establishment of a safety program by BLM CONSTRUCTION & REMODELING, L.L.C. shall not relieve the Subcontractor or other parties of their safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by BLM CONSTRUCTION & REMODELING, L.L.C. and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which BLM CONSTRUCTION & REMODELING, L.L.C. deems unsafe until corrective measures satisfactory to BLM CONSTRUCTION & REMODELING, L.L.C. shall have been taken. BLM CONSTRUCTION & REMODELING, L.L.C.'s failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefor. The Subcontractor shall notify BLM CONSTRUCTION & REMODELING, L.L.C. immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by BLM CONSTRUCTION & REMODELING, L.L.C.. The Subcontractor shall indemnify BLM CONSTRUCTION & REMODELING, L.L.C. for fines, or penalties imposed on BLM CONSTRUCTION & REMODELING, L.L.C. as a result of safety violations, but only to the extent that such fines, or penalties are caused by the Subcontractor's failure to comply with applicable safety requirements, and then only to the extent that such fines or penalties are determined to be the Subcontractor's responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by BLM CONSTRUCTION & REMODELING, L.L.C..
- 18. If Subcontractor uses a Subcontractor to complete work for BLM CONSTRUCTION & REMODELING, L.L.C., Subcontractor agrees and warrants that it will require the Subcontractor to comply with the insurance requirements set forth in this Agreement.
- 19. <u>CONFIDENTIALITY</u>: The Contractor acknowledges that he has or may hereafter receive certain valuable and confidential information concerning BLM CONSTRUCTION & REMODELING, L.L.C. ("the Company"), its operation, customers, products, services, methods, practices, procedures, and associates, which are secret, confidential, unique, and valuable, were developed by the Company at great cost and over a long period of time, and

disclosure of any of the items to anyone outside the company will cause the Company irreparable injury. Such information including specifically, by way of example, but not limited to: Customer lists, call lists, and other confidential customer data.

Contractor acknowledges that the Company's success is dependent upon the Company's relationship with, and knowledge about, the Company's customers and the goodwill those relationships create.

As a result of providing services to the Company, Contractor may be in a position to establish and maintain close personal contacts with the Company's customers or potential customers, and has been, or may be, provided with certain specialized and unique training concerning the Company's business. The secret and confidential information described above includes, but is not limited to: (i) the names, addresses, and telephone numbers of the Company's customer or potential customers and the employees and/or representatives of such customers or potential customers; (ii) the nature of the business and the operations of any customer or potential customer of the Company; (iii) the content or specifications of any product or services furnished to customers or potential customers or potential customers for its products and/or services, as well as the cost of such products and services; and (v) accounting and financial information regarding the operations and financial position of the Company and its customers or potential customers.

All secret or confidential information described in the foregoing paragraphs is the sole and exclusive property of the Company. Contractor acknowledges that such secret or confidential information has been or will be revealed to Contractor in trust, and based solely upon the confidential relationship existing between the Company and Contractor and shall not be used for any other purpose than to complete work under this Subcontractor Agreement.

- 20. This Agreement is to be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 21. This Agreement sets forth the entire Agreement between the parties and supersedes all prior oral or written Agreements or understanding between the parties concerning the subject matter. Other Agreements concerning the scope of work, performance of work, payment terms and the like may be entered into by the parties but all parties agree that should there be any conflict real or alleged between any other agreement that the terms of this Agreement shall be followed and thereby supersedes any other Agreement. This Agreement may not be altered, amended, or modified, except by another written document signed by both parties.

By signing below each party signifies its agreement to the terms described herein. AGREED to this ______ day of ______20____.

BLM CONSTRUCTION & REMODELING, LLC

Signature: Barry Lind Mease

Name: Barry Lind Mease

Title: Managing Member

SUBCONTRACTOR NAME:

Signature:

Name:

Title:

	-	
	/	
Ar	O	
AC		
4	/	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATT CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND TH	OR NEGATIVELY AMEND, NCE DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY TH	E POLICIES
IMPORTANT: If the certificate holder is an the terms and conditions of the policy, certa certificate holder in lieu of such endorsemer	in policies may require an er	policy(ies) must be ndorsement. A stat	e endorsed. ement on thi	If SUBROGATION IS WAIVED s certificate does not confer r	, subject to ights to the
PRODUCER	11(5).	CONTACT NAME:			
		PHONE (A/C, No, Ext):		FAX (A/C, No):	
		E-MAIL ADDRESS:			
		INS	SURER(S) AFFOR	RDING COVERAGE	NAIC #
		INSURER A :			
INSURED		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
COVERAGES CERTIFIC	ATE NUMBER:	INSURER F :		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF IN		E BEEN ISSUED TO			ICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLIC	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER D S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR TYPE OF INSURANCE ADDLS INSR	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
CLAIMS-MADE OCCUR		3		MED EXP (Any one person) \$	
				PERSONAL & ADV INJURY \$	
				GENERAL AGGREGATE \$	
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$	
POLICY PRO- JECT LOC				\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$	
ANY AUTO ALL OWNED SCHEDULED				BODILY INJURY (Per person) \$	
AUTOS AUTOS NON-OWNED				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
HIRED AUTOS AUTOS				(Per accident) \$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	
DED RETENTION \$				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT \$	
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A	ttach ACORD 101, Additional Remarks	Schedule, if more space is	s required)	1	
Subcontractor agrees to name BLM Con Going and Completed Operations and a agrees to waive its right of recovery again have all policies identified above endorse	s an Additional Insured of inst BLM Construction &	r Designated Insu Remodeling for	ired for Au bodily inju	tomobile Liability. Subcon ry or property damage and	tractor
CERTIFICATE HOLDER		CANCELLATION			
BLM Construction & Remodeling, LLO 2415 W. Market St. York, PA 17404	С	SHOULD ANY OF	THE ABOVE D N DATE TH ITH THE POLIC	DESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DI CY PROVISIONS.	

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

	2 Business name/disregarded entity name, if different from above	
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	· · · · · · · · · · · · · · · · · · ·
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	Exemption from FATCA reporting code (if any)
ecif		Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	d address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
		rity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>] - [] - []]

TIN, later.			-
Note: If the account is in more than one nar	me, see the instructions	for line 1. Also see Wha	t Name and
Number To Give the Requester for quideline	es on whose number to e	enter	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person ►

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)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- 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.

► Workers' Compensation Insurance Coverage Information ◄

] No

A. The applicant is

A contractor within the meaning	of the Pennsylvania Wo	orkers' Compensation Law

	Yes
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If the answer is "Yes," complete Sections B and C below as appropriate.

B. Insurance Information

Name of Applicant:
Federal or State Employer Identification No.
Applicant is a qualified self-insurer for workers' compensation.
Name of Workers' Compensation Insurer:
Workers' Compensation Insurance Policy No
Policy Expiration Date:
C. Exemption – <u>MUST BE NOTORIZED</u> Complete Section C if the applicant is a contractor claiming exemption from providing workers' compensation insurance.
The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania's Workers' Compensation Law for one of the following reasons, as indicated:
Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.
Homeowner who elects to do all work without contracting or hiring others to assist.
Religious exemption under the Workers' Compensation Law.
Signature of Applicant: Print Name:
Address: Date:
Commonwealth of Pennsylvania, County of
On this, the day of, 20 before me,
(Notary) the undersigned personally appeared, known to me (or satisfactorily proven) (Signatory)
to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed the same
for the purpose herein contained.

In Witness whereof, I hereunto set my hand and official seal.