



BOWA Consultant Agreement

This contract for services (the “Contract”) is made between _____ (“Consultant”) and BOWA. The Contract is intended to cover all services performed by Consultant at any project on behalf of BOWA beginning on the signing date of this Contract and continuing until this Agreement is terminated.

1. **Description of Services:** For any services to be performed on behalf of BOWA, Consultant agrees to provide a bid proposal (a.k.a. work order, bid, quote, etc., collectively referred to as “Proposal”). Each Proposal shall contain the following information: a) a detailed description of the services to be performed; b) a detailed breakdown of all pricing for such services. Each such Proposal shall be considered a separate agreement between Consultant and BOWA, but each such Proposal shall be governed in all respects by this Agreement, unless this Agreement has been terminated in writing prior to the effective date of the Proposal.
2. **Scope of Work:** Consultant agrees to perform all services specified in Consultant’s Proposals. Consultant agrees to ensure that its work product complies with all federal, state, and local laws, codes and regulations.
3. **Payment Terms:** BOWA agrees to pay Consultant for services provided per the terms of the Proposal(s) and per the following terms:
 - a. An invoice must be submitted with an **Invoice Number**, **Job Name** or **Job Number** to receive payment for services or other reimbursables provided. Consultant invoices must be emailed to ap@bowa.com, **no fax or mailed invoices will be accepted**.
 - b. Invoices will be paid in either of two ways: a) invoices received by the 25th of the month will be paid by the 25th of the following month; or b) if BOWA is notified Consultant seeks a faster payment (Quick Pay), and in BOWA’s sole discretion, any requested quick pay invoice emailed to ap@bowa.com by 8:00 a.m. on Monday, shall be paid one week from Friday, with a 4% Quick Pay Discount deducted from the total invoice.
 - c. The payment methods shall be in BOWA’s sole discretion and processed: a) **Electronically by Electronic Funds Transfer (EFT)** or b) by business check (exception from BOWA CFO is required).
 - d. Deposits are provided by exception only and must be requested and approved by the Chief Operating Office prior to contract signing.
4. **Payment Requirements:** The following requirements need to be met for any invoices to be paid:
 - a. BOWA reserves the right to reject any payment request made after 45 days from the time the work was performed, and work must be totally complete for the particular stage.
 - b. Progress payments will only be paid based upon a draw schedule approved by the Production Manager at the time of contract signing, otherwise the contract will be paid when fully complete and inspected. All work or stage of work requiring city or county inspection must show evidence that inspection was passed with no contingencies.
 - c. A W-9 tax form must be provided to BOWA and must have current information.
 - d. A current, up-to-date Certificate of Insurance must be on file (see below).
5. **Change Orders:** Any extra services or materials needed to complete the work (“Change Orders”) are subject to **prior written authorization** of BOWA prior to proceeding. No claim for compensation due to extra work will be valid unless authorized by the BOWA.
6. **General Requirements:**
 - a. Consultant shall take all steps necessary to maintain any previously agreed design schedule.
 - b. Consultant shall only hire contractors to perform work on behalf of BOWA upon written approval.
 - c. All plans shall include the name “BOWA Builders” in the title block and contain appropriate copyright notices.
 - d. Unless otherwise approved by BOWA, Consultant will not contract with client independently of

BOWA Builders for a period of one year from completion of this contract.

- e. Consultant shall meet with BOWA's production team prior to the commencement of any contracted work to review all Proposals, plans, specifications or other clarifying documentation.

7. Insurance:

- a. Consultants shall furnish BOWA with a certificate of insurance, showing that the Consultant maintains the appropriate insurance coverage and appropriate **minimum limits per occurrence or per claim** (see table below). Any consultant that employs 3 or more employees (including consultants, part-time workers, etc.) must carry Workers' Compensation coverage. This certificate must designate BOWA as **additional insured**, and be received prior to the first payment application. Thereafter, invoices will only be paid if BOWA has a **current** certificate with our required policy limits and additional insured designation.
- b. As described above, Consultants agree to provide certificates of insurance based upon the following amounts as provided in the table below:

Workers' Compensation	\$500,000
General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella	\$2,000,000
Professional Liability	\$1,000,000

- c. Consultant agrees to indemnify and save BOWA or Owner harmless from any and all claims, damages, loss or liability for any death, injury or damage caused by, arising from or in connection with the performance of this contract due to or occasioned by negligence or fault of the Consultant, its officers, employees, agents or representatives.

- 8. **Termination of Agreement:** If the Consultant fails in any respect to complete the assigned services in a timely manner or to the satisfaction of BOWA, or breaches any of the terms of this Agreement, BOWA reserves the right in its sole discretion to terminate the contract. Upon termination of this contract and for the purpose of completing the work, BOWA may take possession of all materials which belong to Consultant and at the expense of Consultant employ parties and purchase materials to finish work in accordance with the agreed upon schedule between BOWA and Consultant.
- 9. **Arbitration:** The parties to this agreement agree to settle all claims or disputes, including all those arising in contract or tort, by arbitration conducted in accordance with the Construction Industry Rules of the American Arbitration Association. In the event that BOWA is required to initiate a proceeding to enforce any of its rights or obligations of the Consultant, or should a proceeding be initiated against BOWA, then BOWA shall be entitled to reasonable attorney fees and costs upon prevailing in any such proceeding.
- 10. **Assignment of Contract:** Consultants shall not assign or subcontract any services without first obtaining written consent from BOWA.
- 11. **Conflicts/Statements:** Should a conflict arise between provisions contained in this Agreement and any Proposal executed between the parties, the terms of this Agreement shall have precedence. No statement or representation made by or on behalf of BOWA or Owner shall be binding if not set forth in this Agreement or a subsequent signed Proposal.

BOWA

CONSULTANT

Name: _____

By: _____

By: _____

Date: _____

Date: _____

SUBCONTRACTOR APPLICATION FORM

Thank you for your interest in working with the BOWA team!
Please complete this form and forward to our accounting department.

How did you hear about BOWA?

Please state Project Name or Address for which you are applying for:

COMPANY INFORMATION

Company Name (Name in which payments will be made out to) :

Please Note: Name stated above should be the same on all documents submitted including: Certificate of Insurance & Subcontractor Agreement.

Main Office

Street Address: _____

(If Different) Mailing Address: _____

City, State Zip: _____

City, State Zip: _____

Main #: _____

Website Address: _____

Main Fax #: _____

Production

Accounting

Production Contact: _____

Accounting Contact : _____

Production Work #: _____

Accounting Work #: _____

Production Cell #: _____

Accounting Fax#: _____

Production Email: _____

Accounting Email: _____

COMPANY ORGANIZATION

Officer's / Owner's Name: _____

Company Organization: Corporation: ☐

Years in Business: _____

Partnership: ☐

Sole Proprietor: ☐

% of Work Performed by own forces: _____ %

Federal ID Number (FEIN): _____

SERVICES PROVIDED AND EXPERIENCE

Jurisdictions you are currently licensed to work in:
License Numbers must be provided.

Qualified Specialties/Trade:

☐ **Maryland**
Montgomery County _____

☐ **District of Columbia** _____

☐ **Virginia**
Arlington County _____
City of Alexandria _____
City of Fairfax _____
Fairfax County _____
Falls Church _____
Fauquier County _____
Loudoun County _____

Total Number of Employees (Including Owner):

INSURANCE REQUIREMENTS

All Subcontractors are required to maintain certain insurance policies and limits according to their specified class.

A **certificate of insurance** must be provided based upon the following designations:

A **CLASS 1:** Those subcontractors that deal with flammable, explosive or other high-risk processes or materials, including electricians, plumbers, welders, pipe-fitters, HVAC installers or roofers using tar furnaces or rigging contractors using heavy equipment such as cranes.

B **CLASS 2:** All subcontractors that do not deal with flammable, explosive, or other high-risk processes.

C **ARCHITECTS/ENGINEERS**

	A	B	C
	Class 1 (per occurrence)	Class 2 (per occurrence)	Architects/Engineers (per occurrence/claim)
Worker's Compensation	\$ 500,000	\$ 500,000	\$ 500,000
General Liability	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Automobile Liability	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Umbrella	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000
Professional Liability	N/A	N/A	\$ 1,000,000

*** BOWA must be named as certificate holder and additional insured on all certificates of insurance.**

According to the above class list **please select** your designated class from the following drop down list :

Can you meet the requirements as stated above for your class description? Yes ☐ No ☐

ADDITIONAL INFORMATION AND SIGNATURES

I have received and reviewed a copy of the Subcontractor Agreement. Yes ☐ No ☐

I have received, reviewed and will return a completed copy of the BOWA Electronic Payment Form, with a voided check. Yes ☐ No ☐

I attest that all of the information provided is true to the best of my knowledge. I am aware that a certificate of insurance must be provided along with the completed application form and agree to maintain a current certificate of insurance as long as working on a BOWA project. I am aware of the payment terms which state that I may bill for completed work by the 25th of each month in order to receive payment on the 25th of the following month and if I submit a bill for completed work by Monday at 8:30am, and agree to a 4% discount, an electronic payment (ACH) could be processed the following Friday.
I agree to abide by all of the aforementioned terms.

Authorized Signature: _____

Title: _____

Date: _____



ELECTRONIC FUND TRANSFER (EFT)
AUTHORIZATION AGREEMENT PAYMENT FORM

For your convenience and benefit, **BOWA Builders, Inc.** offers employees, vendors, subcontractors, and others the opportunity to receive payments electronically, rather than by check. Payments will be deposited into the checking or savings account of your choice. To receive these EFT payments, please complete this form and attach a picture or PDF of your check for the account referenced below. Email both to ap@bowa.

	Account Information (see sample check below for routing and account number location)
Bank Name:	
ABA/Routing No.:	
Account Number:	
Type:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Bank Account Holder Name (Business or Individual): _____

Authorized Signature: _____ Date: _____

Authorized Name (Printed): _____ Title: _____

Contact Person's Name: _____

Contact Person's Telephone Number: _____

Contact Person's Email Address: _____

Email completed form to: **AP@BOWA.COM**

YOUR NAME
1234 Main Street
Anywhere, OH 00000

DATE _____

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

ROUTING NUMBER **ACCOUNT NUMBER** **CHECK NUMBER**

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/7/2009
PRODUCER (410)730-2688 FAX: (410)730-0219 V W Brown Insurance Services 10380 Old Columbia Rd. Ste 104 Columbia MD 21046		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Subcontractors Name SAMPLE CERTIFICATE-Subcontractors Class I SAMPLE CERTIFICATE SAMPLE		
INSURERS AFFORDING COVERAGE		
INSURER A: Insurance Carrier Name		
INSURER B: INSURANCE CARRIER NAME		
		NAIC #
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	POLICY #	DATES	DATES	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY	POLICY #	DATES	DATES	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY	POLICY #	DATES	DATES	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY #	DATES	DATES	<div style="display: flex; justify-content: space-between;"> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below</div> <div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">WC STATU-TORY LIMITS</div> <div style="border: 1px solid black; padding: 2px;">OTH-ER</div> </div> </div> </div>
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				
B		OTHER PROFESSIONAL LIABILITY	POLICY #	DATES	DATES	EACH CLAIM 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Bowa Builders Inc is to be named as additional insured with respects to all policies except Worker's Compensation.

CERTIFICATE HOLDER BOWA BUILDERS, INC 7900 WESTPARK DRIVE A180 MCLEAN, VA 22102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Agent Signature
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