

BOWA Subcontractor Agreement

This contract for services (the "Contract") is made between Subcontractor and BOWA. The Contract is intended to cover all services performed or materials provided by Subcontractor at any project on behalf of BOWA beginning on the signing date of this Contract and continuing until this Agreement is amended or terminated.

- 1. <u>Description of Services</u>: For any services to be performed or materials to be provided on behalf of BOWA, Subcontractor agrees to provide a bid proposal (a.k.a. work order, bid, quote, services agreement, etc., collectively referred to as "Proposal"). Each Proposal shall contain the following information: a) a detailed description of the services to be performed and the materials to be provided; b) a detailed breakdown of all pricing for such services and materials; c) a duration and number of crews required for completing the proposed services and/or providing the requested materials and d) a detailed draw schedule as appropriate. Each such Proposal shall be considered a separate agreement between Subcontractor and BOWA, but each such Proposal shall be governed in all respects by this Agreement.
- 2. <u>Scope of Work</u>: Subcontractor agrees to perform all services and provide all materials specified in Subcontractor's Proposals, including providing all necessary supervision, labor, and equipment. To the extent necessary, Subcontractor agrees to inspect the project and review the project documentation to ensure that Subcontractor is fully aware of the intended requirements. Subcontractor agrees to perform all work in accordance with the highest industry standards for this trade, and in compliance with any trade-specific requirements included in the most recent version of BOWA's Trade Standards, located online at www.bowa.com/partners. Subcontractor agrees to comply with all federal, state, and local laws, codes, ordinances, and regulations, present or future, and to obtain all necessary state and county business licenses and permits necessary for any work.
- **3.** <u>**Payment Terms:**</u> BOWA agrees to pay Subcontractor for services and materials provided per the terms of the Proposal(s) and to BOWA's satisfaction 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 materials provided. Subcontractor invoices must be emailed to <u>ap@bowa.com</u>, <u>no fax or</u> <u>mailed invoices will be accepted</u>.
 - 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 subcontractor 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.
 - e. Subcontractor is responsible for paying all Sales Taxes associated with any materials, and BOWA reserves the right to withhold any payments owing to Subcontractor for failure to pay such taxes.
- 4. Payment Requirements: The following requirements need to be met for any invoices to be paid:
 - **a.** Work must be totally complete for the particular stage (i.e., rough-in, final) and reported to the BOWA's on site Project Manager for confirmation. Payment will **only** be made for completed work by the invoice submission date, **not** for work completed by the check issuing date. This includes Quick Pay requests.
 - **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. BOWA may reject payment requests made after 45 days from the time the work was performed.
- d. A W-9 tax form must be provided to BOWA and must have current information.
- e. A current, up-to-date Certificate of Insurance must be on file (see below).
- f. BOWA may require proof that any work contracted out to a sub-subcontractor has been paid in full.
- 5. <u>Change Orders</u>: Any extra services or materials needed to complete the project ("Change Orders") are subject to **prior written authorization** of BOWA's Production Manager prior to proceeding. No claim for compensation due to extra work will be valid unless authorized by Production Manager in writing, except extra work for emergencies. If Change Orders are billed under a time and material provision, then the invoice must include timesheets for all labor.
- 6. <u>Warranty</u>: All work performed, or materials supplied under this agreement will be guaranteed for a period of two years from BOWA's final walkthrough or settlement, unless a material manufacturer warranty exists, in which case that warranty period takes precedence. Warranty requests must be responded to on-site within 24 hours for emergency items and 72 hours for all other requests. If Subcontractor fails to perform within the above time frames, Subcontractor shall, at BOWA's discretion, be billed for the work at BOWA's current billing rates.
- 7. Insurance:
 - a. Subcontractors shall furnish BOWA with a certificate of insurance, showing that the Subcontractor maintains the appropriate insurance coverage and appropriate minimum limits per occurrence or per claim (see table below). Any subcontractor that employs three or more employees (including subcontractors, part-time workers, etc.) must carry Workers' Compensation coverage. This certificate must designate BOWA as additional insured for all insurance and be received prior to the first payment application. Thereafter, invoices will <u>only be paid</u> if BOWA has a current certificate with our required policy limits and additional insured designation. If there are less than three employees, a Workers' Compensation waiver must be signed.
 - **b.** As described above, Subcontractors agree to provide certificates of insurance based upon the following designations and as provided in the table below:
 - i. *Class 1 Subcontractors*: Those subcontractors that: a) deal with flammable, explosive or other highrisk processes or materials, including electricians, plumbers, welders, pipefitters, HVAC installers or roofers using tar furnaces or rigging contractors using heavy equipment such as cranes; or b) lead or asbestos or other pollutant removal contractors (coverage should also maintain extension for transportation & disposal of materials).
 - ii. *Class 2 Subcontractors*: All subcontractors that do not deal with flammable, explosive or other high-risk processes.

	Class 1	Class 2
	(per occurrence)	(per occurrence)
Workers' Compensation	\$500,000	\$500,000
General Liability	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Umbrella	\$2,000,000	\$1,000,000

- c. Subcontractor 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 Subcontractor, its officers, employees, agents, or representatives.
- **d.** The Subcontractor and BOWA waive all rights of subrogation against each other for damages covered by insurance, except such rights as they may have to the proceeds of such insurance.

8. Indemnification:

a. Subcontractor shall indemnify, defend, and hold harmless Owner and BOWA and its employees from and against any claims for bodily injury, death or damage to property and related costs, including repair costs and attorney's fees, which arise as a result of the Subcontractor's work performed, materials furnished, or services provided. Subcontractor shall not be obligated to indemnify or defend Owner or BOWA for claims found to be due to the sole negligence or willful misconduct of indemnified parties. Subcontractor agrees to indemnify BOWA for any actions or costs related to personal injury, property

damage or environmental damage resulting from the Subcontractor's use of or exposure of pollutants.

9. General Requirements:

- **a.** All Subcontractor work shall take place from 7:00am 4:00pm Mon-Fri unless prior arrangements are made. Subcontractor must check-in and out with the Project Manager daily before proceeding with any work. Subcontractor shall **not consult directly with any client unless requested by BOWA**.
- **b.** BOWA's on-site Project Manager will have the definitive set of plans reflecting all current changes to the project. Subcontractor is responsible for making sure they are working from the most current set of plans.
- c. Subcontractor and all their workers are responsible for following safe jobsite procedures at all times, including adhering to all pertinent OSHA regulations, and complying with all county, state, federal construction codes and regulations. There will be **no smoking inside any project**.
- **d.** Subcontractor will be responsible for the cost of repairs of unacceptable work.
- e. Subcontractor shall take all steps necessary to maintain any previously agreed work schedule.
- **f.** The Subcontractor shall perform their work and handle their tools and materials **at all times** in a safe and correct manner. At no time will Subcontractor be allowed to borrow any BOWA employee or company Tools.
- **g.** Subcontractor shall **daily** secure unused materials, broom sweep, and remove debris (including lunch debris) from their work area.
- **h.** Unless otherwise approved by BOWA, Subcontractor will not contract with BOWA clients independently of BOWA for a period of one year from completion of each project/contract.
- 10. <u>Release and/or Waiver of Liens (If Required)</u>: Upon request, Subcontractor and their sub-subcontractors or material suppliers shall execute releases and waivers of lien as work is performed and payment is made for all work and/or materials furnished through the date of the Subcontractor's billing. In the event that a notice of lien is filed by either a sub-subcontractor or material supplier, the BOWA may require the following: a bond against lien for monies due, a joint check arrangement, or BOWA may withhold payment from subcontractor and make direct payments to lienor.
- 11. <u>Termination of Agreement</u>: If the Subcontractor fails in any respect to complete the assigned services or provide materials 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 Subcontractor and at the expense of Subcontractor employ parties and purchase materials to finish work in accordance with the agreed upon schedule between BOWA and Subcontractor.
- 12. <u>Arbitration</u>: 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 Subcontractor, 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.
- 13. <u>Assignment of Contract</u>: Subcontractors shall not assign or subcontract any services without first obtaining written consent from BOWA.
- 14. <u>Conflicts</u>: 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.
- **15.** <u>Statements and Representations</u>: No statement or representation made by or on behalf of the BOWA or Owner shall be binding if not set forth in this Agreement or a subsequent signed Proposal.

BOWA	SUBCONTRACTOR					
	Company:					
Ву:	Ву:					
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?

BOWA Transforming Houses into Homes

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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.

		<u>Main C</u>	<u>Dffice</u>		
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:		
	СОМР	ANY ORG	ANIZATION		
Officer's / Owner's Name: Years in Business:			Company Organization:	Corporation:	
% of Work Performed by owr	n forces:	%	Federal ID Number (FEIN):		
	SERVICES PF	ROVIDED A	AND EXPERIENCE		
Jurisdictions you are currentl License Numbers must be pro	vided.		Qualified Specialties/Trade:		
District	of Columbia			<u> </u>	
∟ □ Virginia			Total Number of Employees (Inc	cluding 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:

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CLASS 1: Those subctontractors 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.

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

ARCHITECTS/ENGINEERS С

		А		В		с
		Class 1		Class 2		Architects/Engineers
		(per occurrence)		(per occurrence)		(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 No	
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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 proceseds 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:	
Туре:	Checking 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 123 1234 Main Street 124 Anywhere, OH 00000 DATE
	PAY TO THE \$
	ROUTING ACCOUNT CHECK NUMBER NUMBER NUMBER

	2 Business name/disregarded entity name, if different from above									
З.										
on page 3	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate									
Print or type. Specific Instructions	single-member LLC	Exempt payee code (if any)								
ctic	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)									
t or stru	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	Exemption from FATCA reporting								
rin Ins	another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that	t code (if any)								
F ific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.									
ec		(Applies to accounts maintained outside the U.S.)								
	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name ar	nd address (optional)								
See										
0,	6 City, state, and ZIP code									
	7 List account number(s) here (optional)									
Par	t 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 Social security number 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. or Employer identification number

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

Certification 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)
- 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.

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C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to												
th	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
PRO	PRODUCER CONTACT NAME:												
AGI	AGENT NAME FAX (A/C, No, Ext): FAX (A/C, No):												
-		ADDRESS						É-MAIL ADDRE	SS:				
CI	ΓY	ST ZIP											NAIC #
INSU	RED									ANCE CAR	RIER NAME(S)		#####
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ADI						-		INSURE					
CI	ΓY	ST ZIP						INSURE					
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A	GEI										EACH OCCURRENCE	\$	1,000,000
	Х	COMMERCIAL GE	Г				POLICY #		xx/xx/xxxx	XX/XX/XXX	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		CLAIMS-MAD	DE	X OCCUR							MED EXP (Any one person)	\$	5,000 1,000,000
										PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$	2,000,000	
	GEI	J N'L AGGREGATE LII		APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	0.2.											\$, ,
Α	AUT		ſΥ								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Х	ANY AUTO ALL OWNED		SCHEDULED			POLICY #		xx/xx/xxx	xx/xx/xxxx	BODILY INJURY (Per person)	\$	
		AUTÓS		AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE		
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A	х	UMBRELLA LIAB		X OCCUR			POLICY #		xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE	\$	1,000,000
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	DE	SCRIPTION OF OPE		IONS Delow								φ	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Bowa Builders Inc is to be named as additional insured with respects to all policies except Worker's Compensation.													
CF	RTIF		ER					CAN	CELLATION				
	BOWA BUILDERS, INC.							SHC THE		N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I CY PROVISIONS.		
		7900 WEST SUITE A18		VE DRIVE				AUTHO	RIZED REPRESE	NTATIVE			
		MCLEAN, V	-	22102								-	
Amanda								da James,	CIC/ALJ	A.	p_{e})	

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