

### WORK ORDER to

### master subcontract agreement

|  |  |
| --- | --- |
| Job No.: |  |
| WO No.: |  |
| Phase Code: |  |
| Vendor No.: |  |

**This WORK ORDER TO MASTER SUBCONTRACT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_\_\_\_ (“Effective Date”) (hereinafter “WO”) and is part of the Master Subcontract Agreement (“MSA”) between Contractor and Subcontractor, (the MSA, this WO, and all Attachments hereto shall be referred to herein as the “Agreement”) between:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Swinerton Builders (“Contractor”)** | |  |
|  | 260 Townsend Street | |  |
|  | San Francisco, CA, 94107 | |  |
|  | Attn: | |  |
|  | Phone: |  |  |
|  | Fax: |  |  |
|  | Email: |  |  |

and

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Subcontractor Name (“Subcontractor”)** | |  |
|  |  | |  |
|  |  | |  |
|  | Attn: | |  |
|  | Phone: |  |  |
|  | Fax: |  |  |
|  | Email: |  |  |

**Project:**

**Owner:**

**Architect:**

**WORK ORDER TERMS AND CONDITIONS**

The Parties have entered into an **MSA** dated **date**. It is the intent of the Parties to incorporate this WO and all of its Attachments and subsequent modifications thereto, into the MSA. This WO is made a part of the Subcontract Documents as that term is defined in the MSA and is governed by the terms and conditions of the MSA. Capitalized terms defined in the MSA shall apply to all Subcontract Documents.

The following Attachments apply to this Project and are incorporated into this Agreement:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Project Specific Insurance  Requirements | date |  | Virtual Design & Construction  Guidelines | date |
|  | Scope of Work & Project Specific  Conditions | date |  | LEED Project Procedures | date |
|  | Contract Summary & Project Specific Billing Requirements | date |  | Federal Project Requirements | date |
|  | Project Schedule | date |  |  |  |
|  | California Projects ([Public Or Private]) Requirements for Wages, Fringe Benefits, Contributions and Payroll Reporting | date |  |  |  |

• Subcontractor shall provide 100% Performance and Payment Bonds:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | | Yes | |  | | --- | |  | | No |

• Subcontractor shall provide certified payroll:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | | Yes | |  | | --- | |  | | No |

**1. Scope of Work.** Subcontractor shall execute the following scope of work (“Work”) in accordance with the Subcontract Documents generally described as:

(Scope of Work continues on the Scope of Work Attachment)

**2. Subcontract Sum.** Contractor, for full, complete and timely performance of the Work, agrees to pay Subcontractor the fixed price of dollars $ (“Subcontract Sum”). The Subcontract Sum includes, without limitation, all wages, fringe benefit costs, material costs, equipment costs, delivery and distribution costs, storage costs, taxes, insurance costs, permit and license fees, royalties, home and field office overhead and general and administrative costs and all other costs necessary to complete the Work, irrespective of when the Work is performed, or when such costs are incurred or billed.

**3. Subcontract Time.** TIME IS OF THE ESSENCE.Subcontractor must complete all Work identified in this Agreement in accordance with the Project Schedule.

**4. Assumption of Prime Contract Documents.**  Subcontractor certifies that it is fully familiar with all terms and conditions of the Subcontract Documents, including the Prime Contract Documents applicable to the Project, and certifies that it is familiar with the location of the job site, and the conditions under which the Work is to be performed and that it enters into this Agreement based upon its own investigation of all such matters and is not relying on opinions or representations of Contractor. The Subcontract Documents, including but not limited to, the Prime Contract Documents, are incorporated into this Agreement by reference. Subcontractor agrees to incorporate the Subcontract Documents by reference into all sub-subcontracts and supplier agreements. To the extent Subcontractor fails to do so, Contractor shall not be liable to Subcontractor for any liability or costs incurred by Subcontractor caused by Subcontractor’s failure.

**5. Interpretation.** Capitalized terms defined in this Agreement shall apply to all Subcontract Documents, and terms not defined herein shall have the same meaning defined in other Subcontract Documents. The Subcontract Documents are complementary, and what is required by any one shall be as binding as if required by all. Subcontractor shall promptly report to Contractor, in writing, any discrepancies or errors which come to its attention in the Subcontract Documents.

**6.** **Effective Date.**  Subcontractor confirms that the Work performed by Subcontractor on the Project, prior to the date on which this Agreement is executed by the Parties, is subject to the terms and conditions of the Subcontract Documents and that all obligations, representations and warranties made by Subcontractor herein are retroactive to the date on which Subcontractor commenced Work on the Project.

**7**. **Order of Precedence**. In the event of conflicts in the Subcontract Documents, the order of precedence, highest to lowest, shall be as follows:

(1) All modifications and change orders to the WO;

(2) WO and Attachments

(3) Master Subcontract Agreement and Attachments; and

(4) The Prime Contract Documents.

In the event that there is an inconsistency or conflict among any of the provisions of the WO and the obligations and duties arising therefrom, the provision imposing the highest or most stringent obligation on the part of the Subcontractor will control.

**8.** **Entire Agreement.**  The Subcontract Documents represent the entire agreement between the Parties and supersede any previous document including but not limited to Subcontractor qualifications, exclusions or other bid documents that the Subcontractor may have submitted to Contractor as well as any other prior representation, statement or agreement, oral or written, with regards to the subject matter herein.

Accepted, upon the Terms and Conditions stated herein.

|  |  |  |
| --- | --- | --- |
| **Project Name:** | | |
|  |  |  |
|  | , Subcontractor | SWINERTON BUILDERS, Contractor |

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  | By: |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name |  |  | Name |  |
| Title |  |  | Title |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Subcontractor License No: |  |  | Swinerton Builders License No: |  |