



SWINERTON

Job No.: _____
Subcontract No.: _____
Phase Code: _____
Vendor No.: _____

WORK ORDER TO MASTER SUBCONTRACT AGREEMENT

This WORK ORDER TO MASTER SUBCONTRACT AGREEMENT 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")
Address
City, State, Zip Code
Attn: Name
Phone:
Email:

and

Subcontract Name ("Subcontractor")
Address,
City, State, Zip Code
Attn: Name
Phone:
Email:

Project:

Project Name
Address
City, State, Zip Code

Owner:

Owner Name
Address
City, State, Zip Code

Architect:

Architect Name
Address
City, State, Zip Code

WORK ORDER TERMS AND CONDITIONS

The Parties have entered into an **MSA** dated *[(insert date)]*. It is the intent of the Parties to incorporate the MSA and all of its Attachments into this WO and all of its Attachments and subsequent modifications thereto. 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:

<input type="checkbox"/>	Project Specific Insurance Requirements	[date]	<input type="checkbox"/>	Virtual Design & Construction Guidelines	[date]
<input type="checkbox"/>	Scope of Work & Project Specific Conditions	[date]	<input type="checkbox"/>	LEED Project Procedures	[date]
<input type="checkbox"/>	Contract Summary & Project Specific Billing Requirements	[date]	<input type="checkbox"/>	Federal Project Requirements	[date]
<input type="checkbox"/>	Project Schedule	[date]	<input type="checkbox"/>		
<input type="checkbox"/>	[California] Projects [(Public or Private)] Requirements for Wages, Fringe Benefits, Contributions and Payroll Reporting	[date]	<input type="checkbox"/>		

- Subcontractor shall provide 100% Performance and Payment Bonds, pursuant to Terms and Conditions
 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:

Supply materials based on sections; 08 12 14 & 08 13 14(Standard Steel Frames/Standard Steel Doors), 08 14 16 (Flush Wood Doors), 08 14 73 (Sliding Wood Doors) and 08 71 00 (Door Hardware).

- Door Schedule (A6-00) - ASI-05 RESUB1 08/23/2023
- Door Hardware Specification (08 71 00) - ASI-04 Coordination June 23, 2023 (Scope of Work continues on Attachment)

2. **Subcontract Sum.** Contractor, for full, complete and timely performance of the Work, agrees to pay Subcontractor the fixed price of Eight Hundred Twenty Two Thousand Dollars And 00/100 dollars (\$822,000.00) (“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.

9. **Survival of MSA.** In the event this WO is executed by the parties after expiration of the MSA, but without any new MSA being executed by the parties, the parties agree that the terms of the previously executed MSA shall nevertheless apply to this WO irrespective of the expiration date, and shall be deemed effective for purposes of this WO and Project.

Accepted, upon the Terms and Conditions stated herein.

Project Name: PROJECT NAME

Subcontractor Name, Subcontractor

SWINERTON BUILDERS, Contractor

By: _____

By: _____

Name, Title | _____

Name, Title | _____

Subcontractor License No: [

Swinerton Builders License No:

SAMPLE