



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 day of MONTH, YEAR ("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")

Phone:

Email:

and

SUBCONTRACTORS NAME ("Subcontractor")

Phone:

Email:

Project:

Project Name
Project Address
City, State, Zip Code

Owner:

Owner Name
Owner Address
City, State Zip Code

Architect:

Architect Name
Architect 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:

☐	Project Specific Insurance Requirements	[date]	☐	LEED Project Procedures	[date]
☐	Scope of Work & Project Specific Conditions	[date]	☐	Federal Project Requirements	[date]
☐	Contract Summary& Project Specific Billing Requirements	[date]	☐	Labor Compliance Requirements	[date]
☐	Project Schedule	[date]	☐		
☐	BIM Requirements	[date]	☐		

- 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:

SCOPE (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 CONTRACT AMOUNT WORDS 00/100dollars (\$AMOUNT NUMBERS) ("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.

10. **Swinerton Payment Accelerator.** Contractor may offer an expedited payment process on the Project ("Swinerton Payment Accelerator" or "SPA"), which shall be offered on individual payment applications at the sole discretion of the Contractor. If Contractor elects to offer the SPA, and if Subcontractor agrees to participate, then in consideration of a to be determined payment to Contractor ("Expedited Pay Charge" or "EPC" further defined below), and upon receipt of all other documents required for release of payment to Subcontractor, Contractor shall pay Subcontractor the amounts owed under the payment application by the 10th of the following month of when such documents are received. The EPC is a set percentage of the total amount of funds to be released under a monthly pay application by Subcontractor, and shall be identified in Textura at the time of submission of a given payment application. Both Subcontractor and Contractor reserve the right to terminate, upon written notice, the Subcontractor's future participation in the SPA during the course of the Project.

The payment procedure of this clause shall apply regardless of when Contractor is paid by the Owner; provided that the payment remains subject to any retention requirements otherwise existing. All other payment terms and rights of Contractor set forth in the Contract Documents remain unmodified.

Contractor's election to offer the SPA on any particular payment shall be provided through Textura as a notification to Subcontractor of the option to enroll in the program for such payment. Subcontractor represents and warrants that any of its employees that have access to Textura and make submissions to Contractor on behalf of Subcontractor, have full authority to determine whether or not Subcontractor elects to participate, and Contractor shall have the right to rely upon any decision an employee makes as to participate or not.

Such early payment as provided for above may be made directly by Contractor, or by a Contractor affiliated party, including but not limited to its parent company ("Affiliate"). Subcontractor recognizes and agrees that such Affiliate shall have no direct or indirect liability to Subcontractor, and that all claims regarding payment remain solely between Subcontractor and Contractor. Nothing contained herein, or the payment by an Affiliate, shall create an implied contractual relationship between the Affiliate and Subcontractor. Further, nothing contained herein shall impose or create any other duty or right at law or in equity for Subcontractor from an Affiliate. As such, Subcontractor expressly waives any such claim of implied contract, or one of similar concept, between Subcontractor and Affiliate.

Accepted, upon the Terms and Conditions stated herein.

Project Name: Project Name

NATIONAL BUILDING SPECIALTIES LLC, Subcontractor

SWINERTON BUILDERS, Contractor

By: _____

By: _____

Name, Title | _____

Name, Title | _____

Subcontractor License No: | _____

Swinerton Builders License No: | _____

AL: License No. 51879

AZ: License No. ROC 088550, ROC 297261

AR: License No. 0349530622

CA: License No. 92

CT: License No. MCO.0903780

DE: License No. DE-2022000005609

FL: License No. CGC1537550

GA: License No. GCCO008605, GCCO008992

HI: License No. CT-3753

ID: License No. CE-25689

IA: License No. C125019

MN: License No. IR797086

MT: License No. 162342

NE: License No. 46274-24

NV: License No. 4045A

NJ: License No. 720418

NM: License No. 89083

NY: License No. 24-64ES5-CR
NC: License No. 73913
ND: License No. 54055
OR: License No. 78483
RI: License No. 38954
SC: License No. CLG119533
TN: License No. 68711
UT: License No. 227085-5501
VA: License No. 2705152456
WA: License No. SWINEB*992DR

SAMPLE