



# AIA<sup>®</sup> Document A422<sup>™</sup> – 2018

## *Work Order for use with Master Agreement Between Contractor and Subcontractor*

WORK ORDER number \_\_\_\_\_ made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
(In words, indicate day, month, and year.)

**BETWEEN the Contractor:**  
(Name, legal status, address, and other information)

and the Subcontractor:  
(Name, legal status, address, and other information)

The Contractor has made a contract for construction (hereinafter, the Prime Contract)  
dated: \_\_\_\_\_

with the Owner:  
(Name, legal status, address, and other information)

for the following Project:  
(Name, location, and detailed description)

The Prime Contract provides for the furnishing of labor, materials, equipment, and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:  
(Name, legal status, address, and other information)

### THE SUBCONTRACT

This Work Order, together with the Subcontract Documents enumerated herein, including the Master Agreement between Contractor and Subcontractor dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month, and year.)

form the Subcontract.

The Contractor and Subcontractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Subcontractor's scope of Work, and related information, for the Work Order only, and is intended to be used with AIA Document A421<sup>™</sup> – 2018, Standard Form of Master Agreement Between Contractor and Subcontractor where Work is provided under multiple Work Orders.

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### ARTICLE 1 THE WORK OF THIS WORK ORDER

The Subcontractor shall execute the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

*(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)*

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Subcontractor's Work, shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Work Order.
- ☐ A date set forth in a notice to proceed issued by the Contractor.
- ☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)*

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Work Order.

#### § 2.2 Subcontract Time

§ 2.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 2.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

*(Check one of the following boxes and complete the necessary information.)*

- ☐ Not later than \_\_\_\_\_ ( \_\_ ) calendar days from the date of commencement of the Subcontractor's Work.
- ☐ By the following date:

§ 2.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.  
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Work.)

Portion of Work

Substantial Completion

§ 2.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 2.2, liquidated damages, if any, shall be assessed as set forth in the Master Agreement.

§ 2.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 2.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with the Master Agreement.

### ARTICLE 3 SUBCONTRACT SUM

§ 3.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be \_\_\_\_\_ (\$ \_\_\_\_), subject to additions and deductions as provided in the Subcontract Documents.

#### § 3.2 Alternates

§ 3.2.1 Alternates, if any, included in the Subcontract Sum:

Item

Price

§ 3.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:  
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item

Price

Conditions for Acceptance

#### § 3.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

#### § 3.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

### ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 10 of the Master Agreement, except as indicated below:

(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

§ 4.2 Retainage will be withheld in accordance with Article 10 of the Master Agreement, except as indicated below:  
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction or limitation of retainage.)

## ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance will be in accordance with Article 11 of the Master Agreement, except as indicated below:  
(Indicate all insurance requirements that differ from those set forth in the Master Agreement.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Subcontractor shall carry the following types of insurance:

(List below any other insurance coverage to be provided by the Subcontractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

§ 5.3 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

## ARTICLE 6 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 6.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

§ 6.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

§ 6.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

## ARTICLE 7 PARTY REPRESENTATIVES

§ 7.1 The Contractor identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:  
(List name, address, and other information)

§ 7.2 The Subcontractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:  
(List name, address, and other information)

## ARTICLE 8 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 8.1 This Agreement is comprised of the following documents:

- .1 AIA Document, A422™-2018, Work Order for use with Master Agreement Between Contractor and Subcontractor;
- .2 AIA Document, A421™-2018, Standard Form of Master Agreement Between Contractor and Subcontractor where Work is provided under multiple Work Orders;
- .3 Prime Contract between the Owner and Contractor, including all exhibits thereto;
- .4 Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)
- .5 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Work Order entered into as of the day and year first written above.

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CONTRACTOR (Signature)

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(Printed name and title)

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SUBCONTRACTOR (Signature)

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(Printed name and title)