



Job No.: _____
WO No.: _____
Vendor No.: _____

**WORK ORDER TO
MASTER SUBCONTRACT AGREEMENT**

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 JG Companies, Inc. (“JG” or “Contractor”) and Subcontractor, (the MSA, this WO, and all Attachments hereto shall be referred to herein as the “Agreement”) between:

JG Companies, Inc. (“JG” or “Contractor”)
15632 El Prado Road
Chino, CA 91710
Attn:
And
[Subcontractor Name] (“Subcontractor”)
[Subcontractor Address]
[Subcontractor Address]
Attn:

Project: _____

Owner: _____

Attn: _____

Architect: _____

Property Owner: _____

Lender: _____

WORK ORDER TERMS AND CONDITIONS

The Parties have entered into an **MSA** dated _____. It is the intent of the Parties to incorporate this WO and all of its Attachments and subsequent modification 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:

Exhibit A - Bid Sheet & Scope of Work		
Exhibit B - Billings Procedures		
Exhibit C - Insurance Requirements		
Exhibit D - Documents & Drawings List		
Exhibit E - Base Project Schedule		

- Subcontractor shall provide 100% Payment and Performance Bonds:
 Yes No

 - Subcontractor shall provide certified payroll:
 Yes No

 - Retention rate held: _____%
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 Exhibit A Bid Sheet & Scope of Work Attachment).

 2. **Subcontract Sum:** JG, 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 benefits costs, material costs, equipment costs, delivery and distribution costs, storage costs, taxes, insurance costs, permit & license fees, royalties, home & field office overhead and general and administrative costs and all other costs necessary to complete the Work, irrespective of when 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 jobsite, 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 JG. 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, JG 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 anyone shall be as binding as if required by all. Subcontractor shall promptly report to JG, 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.

SUBCONTRACTOR NAME, Subcontractor

JG COMPANIES, INC., Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

License No.: _____

License No.: 492927

Job Contact Name: _____

Job Contact Mobile Number: _____

Job Contact Email Address: _____

EXHIBIT "B"
"BILLING PROCEDURES"

JG Companies billing procedures outlined below are guidelines to "help you, help us" to collect the required documents proactively to get ahead of payment processing. Your efforts to follow the below guidelines will help ensure ALL subcontractors receive their payments as timely as possible.

Please submit ALL billing to: ap@jg-companies.com. Copy your PM and Project Accountant. Email subject line must include **PROJECT NAME, PROJECT NUMBER & PAY PERIOD** (ex., America's Tires-Cerritos #23301-March Billing).

1. BILLING FORMAT

- a. All invoices, bills, requisitions shall be submitted on the JG issued pay application via a locked excel workbook. JG format structure is required to ensure all subcontractors billing format matches our accounting system to reduce errors and save time on payment processing. Any billing submitted in other formats may be rejected or delayed for processing. Please follow these guidelines to "help us, help you" in getting paid sooner. We have created this requirement for faster processing on our end.
 - i. Our pay applications will be provided to you at the with your executed Project Specific Work Order (WO) and your schedule of values must match your **Exhibit A** scope of work breakdown unless directed otherwise by your JG Project Administrator or Project Accountant.
 - ii. If you have any questions, need more lines available, assistance in the usage of the form, please contact your JG Project Accountant for help.
- b. All pay applications are required to be submitted to JG Project Manager for review by the **20th of each month** for work projected to be completed through the last day of the month. Should the 20th fall on a holiday or weekend, submission of the pay application is required on the previous business day. Be sure your billing projects work completed through the end of the month.
- c. Should subcontractor fail to submit their pay application by the 20th of the month, they may miss that month's billing cycle and not be included in that month's application for payment to ownership and need to carry their billing to the following month. Our firm values the turnover of on time payments. Jeopardizing the entire projects monthly billing cycle due to one's failure to follow procedure is not fair to others and will not be accepted. **Please follow these procedures carefully or simply ask for help.**
 - i. Keep in mind: JG's application for payment **WITH ALL REQUIRED BACKUP** must be submitted to Ownership no later than the end of the month. No exceptions will be taken.

2. LIEN RELEASES:

- a. With each application for payment, Subcontractor, subcontractors' suppliers and sub-subcontractors must be accompanied by a conditional waiver and release on progress payment matching the net amount billed on your pay application.
- b. Once payment has been received, Subcontractor, subcontractors' suppliers and sub-subcontractors are required to provide an unconditional release for payment received. JG requires the proactivity of each subcontractor, its suppliers and sub-subcontractors to provide our accounting team with the appropriate unconditional releases upon receiving payment to help expedite the processing of forward pay applications.
- c. IF Subcontractor, its suppliers or sub-subcontractors have no billing for a specific pay period but has billed before, Subcontractor will be required to provide a \$0 Unconditional progress release for that specific pay period as well as all suppliers and sub-subcontractors.
- d. At the time Subcontractor is billing for 100% less retention, all suppliers and sub-subcontractors must provide FINAL releases. No Progress releases are accepted by suppliers or tier subcontractors upon billing 100% less retention.