



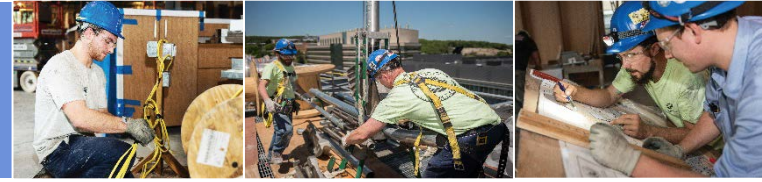
Wayne J. Griffin Electric, Inc.

ACEC Program: Filed Sub-Bid Laws

October 2018



WAYNE J.
GRIFFIN ELECTRIC
INC.

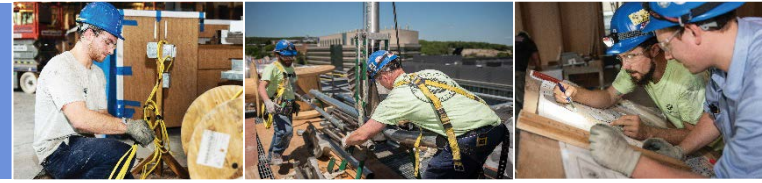


SOME PROBLEM AREAS

A SUBCONTRACTOR'S PERSPECTIVE ON FOUR ISSUES:

- Subcontractor's Drawings / Specifications
- Builder's Risk
- Chapter 149A Trade Contracts
- Paragraph "E" Sub-subcontractor Issues





ISSUE #1

Does a subcontractor own work in the specs or on the drawings of another trade?

ANSWER

In well-defined circumstances.



Specific Reference



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

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CHARLES D. BAKER
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CAROL W. GLADSTONE
COMMISSIONER

October 4, 2018

Wayne J. Griffin
Wayne J. Griffin Electric, Inc.
116 Hopping Brook Road
Holliston, MA 01746

RE: Project Specifications for Filed Sub-Bidders

Dear Mr. Griffin:

Thanks for taking the time to submit your questions and concerns on whether a trade contractor may rely exclusively on the plans and specifications for that particular trade when preparing a bid.

DCAMM is guided by the requirements of M.G.L. c. 149, §44F, and has a separate section for each of the classes of work identified in Section 44F. That enables each respective trade contractor to refer to one section for its requirements. The section may also include specific references to other sections or other drawings which clearly delineate additional work for that trade contractor. When there are disputes, DCAMM is guided by the standard established by the Massachusetts Appeals Court. John F. Miller Company, Inc. v. George Fichera Construction Corporation. 7 Mass.App.Ct. 494, 498-99 (1979); see also, e.g., Richardson Electrical Company, Inc. v. Peter Francese & Son, Inc.. 21 Mass.App.Ct. 47, 52 (1985); AB & Palumbo Electrical Contractors, Inc. v. John T. Callahan & Sons, Inc., 1822002 WL 31187678, *2 (Mass.Sup.Ct. 2002). DCAMM does not hold trade contractors responsible for errors, omissions or discrepancies, unless such discrepancy or omission should have been obvious upon the trade

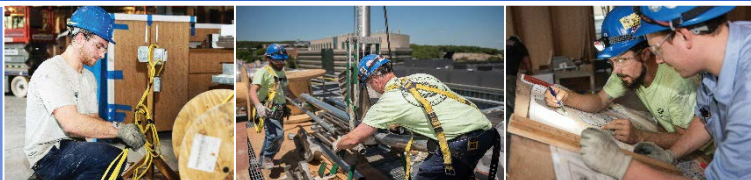
Thanks for taking the time to submit your questions and concerns on whether a trade contractor may rely exclusively on the plans and specifications for that particular trade when preparing a bid.

DCAMM is guided by the requirements of M.G.L. c. 149, §44F, and has a separate section for each of the classes of work identified in Section 44F. That enables each respective trade contractor to refer to one section for its requirements. **The section may also include specific references to other sections or other drawings which clearly delineate additional work for that trade contractor.** When there are disputes, DCAMM is guided by the standard established by the



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Unspecific Reference



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ADDENDUM E
06/01/2018

Trade Package: Trade-Specific Scopes

- g. This Subcontractor shall provide power for all equipment requiring power per the Contract Documents, including non-Electrical Specification Sections and Drawings. This Subcontractor shall provide power to any equipment or device that has Electrical Power characteristics identified on the Contract Drawings regardless if it is or is not specifically indicated on the Electrical documents. This would include but not be limited to the following specifications, *as examples*:
 - a. All **Division 08 "Openings"** Specification Sections – including power for overhead doors and door hardware.
 - b. All **Division 10 "Specialties"** Specification Sections – including power for hand dryers and Sun Control Devices.
 - c. All **Division 11 "Equipment"** Specifications Sections – including power to vehicle charging equipment, loading dock equipment, food service equipment, appliances, projections screens, athletic equipment, and miscellaneous equipment, and all other Division 11 equipment.
 - d. All **Division 12 "Furnishings"** Specification Sections – including power to motorized shades and fixed audience seating.
 - e. All **Division 13 "Special Construction"** Specification Sections.
 - f. All **Division 14 "Conveying Equipment"** Specification Sections.
 - g. All **Division 21 "Fire Suppression"** Specification Sections – Provide power to all Fire Suppression Equipment.
 - h. All **Division 22 "Plumbing"** Specification Sections – Provide power to all Plumbing Equipment.
 - i. All **Division 23 "HVAC"** Specification Sections – Provide power to all HVAC Equipment.
 - j. All **Division 32 "Exterior Improvements"** Specification Sections – including power to Planting Irrigation system.
 - k. All **Division 33 "Utilities"** Specification Sections – provide power to Utility Equipment.

of work for this Subcontract shall include, but not be limited to, the work in the Specification Sections listed below as to this Subcontractor and as clarified below:

- a. 26 03 00 "Electrical Selective Demolition" - Cut, Cap and Make-Safe of Phase 1 MEPs is by others (Demolition Subcontractor). All other Electrical Selective Demolition work is by This Subcontractor, including for all subsequent phases. Cut, cap and make safe all Electrical items as shown and specified and drop to floor. Removal to dumpsters is by others.
- b. 07 84 13 "Penetration Firestopping" – This Subcontractor shall furnish and install firestopping as required for any work installed by This Subcontractor. Firestopping of any work performed by others (other MEP Subcontractors) will be performed by others.
- c. Project Phasing- per the Engineer's response to Bidding RFI#B7, the site electric phasing is clarified as follows: Drawing ES003 shows the final condition. The TES drawings indicate temporary work. Electrical phasing shall follow phasing shown on C-101 and C-102.
- d. 08 31 13 "Access Doors and Frames" – This Subcontractor shall furnish all access doors and frames as required for their work and turnover to installing trade (Drywall or Masonry Subcontractor) for installation in sequence with their work.
- e. Exhibit 'O' of Construction Manager's Procurement and Contracting Requirements "NFPA 241 Construction Fire Safety and Impairment Plan" – This Subcontractor shall furnish all Electrical/ Fire Alarm Work as identified in this plan in order to achieve functional protection systems as detailed in this plan.
- f. Related Sections- In addition to the specifications listed herein, Subcontractor has included any scope identified to be performed by This Subcontractor in any "related section" of the specifications.
- g. This Subcontractor shall provide power for all equipment requiring power per the Contract Documents, including non-Electrical Specification Sections and Drawings. This Subcontractor shall provide power to any equipment or device that has Electrical Power characteristics identified on the Contract Drawings regardless if it is or is not specifically indicated on the Electrical documents. This would include but not be limited to the following specifications, *as examples*:
 - a. All **Division 08 "Openings"** Specification Sections – including power for overhead doors and door hardware.
 - b. All **Division 10 "Specialties"** Specification Sections – including power for hand dryers and Sun Control Devices.
 - c. All **Division 11 "Equipment"** Specifications Sections – including power to vehicle charging equipment, loading dock equipment, food service equipment, appliances, projections screens, athletic equipment, and miscellaneous equipment, and all other Division 11 equipment.
 - d. All **Division 12 "Furnishings"** Specification Sections – including power to motorized shades and fixed audience seating.
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Unspecific Reference



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ADDENDUM E
06/01/2018

Trade Package: Trade-Specific Scopes

cleaning of all equipment provided under this Subcontract.

- j. This Subcontractor shall provide all access panels required for this Subcontractors Work, even if not shown, together with a drawing indicating the required locations. Installation of access panels in drywall and masonry work will be by others provided that the location information and materials are furnished in a timely manner otherwise, material and installation costs shall be by this Subcontractor. Access doors shall be located and rated as required by governing authorities and the Contract Documents and shall be installed to allow for easy maintenance and aesthetic acceptability. Access panels shall all be keyed alike and be of a type and quality that will accommodate adjacent finishes and must be approved in advance by the Architect and/or the Owner.
- k. This Subcontractor shall locate all access panels in ceiling locations as required for all inaccessible components and equipment requiring periodic access.
- l. This Subcontractor shall coordinate furnish and install all sleeves for roof and wall penetrations required for this Subcontractors work to ensure the requirements of the roofing/waterproofing system are not compromised.
- m. This Subcontractor shall perform all startup and testing as required per the contract documents and is to include overtime as may be required to perform the associated processes.
- n. This Subcontractor shall include all hoisting, rigging, staging, ladders, scaffolding, etc., required to perform the work of this Subcontractor.
- o. This Subcontractor shall furnish all signage, identification, operations and maintenance manuals, instructions to operating personnel, as-built drawings, and tools as required.
- p. This subcontractor shall participate and be on site for all start up and commissioning activities as directed by Suffolk Construction.
- q. This subcontractor includes power for all fire smoke damper end switches. The Subcontractor shall furnish all signage and tagging, panel board schedules, operations and maintenance manuals, instructions to operating personnel, as-built drawings, and tools as required.
- r. This Subcontractor shall provide a coordination study report, short circuit report and arc flash analysis report as required to comply with the agreed upon construction CPM schedule and not impact any peripheral connected

v. Provisions to provide power to all HVAC, plumbing, fire protection, door hardware, miscellaneous equipment, etc. as shown on the plans even if wiring not specifically shown on the electrical plans.

are not within an architectural 2-hour fire rated enclosure and includes MI cabling where this condition exists.

- v. Provisions to provide power to all HVAC, plumbing, fire protection, door hardware, miscellaneous equipment, etc. as shown on the plans even if wiring not specifically shown on the electrical plans.

Exhibit B

B - 44

The Scope of Work



WAYNE J.
GRIFFIN ELECTRIC
INC.



ISSUE #2

How should Builder's Risk Insurance be handled in the Bid documents?

ANSWER

Very comprehensively and specifically.





KEY ITEMS TO CONSIDER

- Owner, Contractor and Subcontractors should be named insureds or additional insureds.
- A Waiver of Subrogation should exist between all insured parties.
- The party that will pay the deductible should be specified and the amount of the deductible should be specified. Deductibles should typically be no more than \$5,000.



Bad Builder's Risk Specification



§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contract prevent threatened damage, injury or loss. Additional compensation or amount of an emergency shall be determined as provided in Article

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a complete business in the jurisdiction in which the Project is located such insurance set forth below which may arise out of or result from the Contractor's Contract and for which the Contractor may be legally liable, whether a Subcontractor or by anyone directly or indirectly employed by any of them may be liable:

1. Claims under workers' compensation, disability benefit are applicable to the Work to be performed.
2. Claims for damages because of bodily injury, occupational Contractor's employees;
3. Claims for damages because of bodily injury, sickness the Contractor's employees;
4. Claims for damages insured by usual personal injury liability for damages, other than to the Work itself, because property, including loss of use resulting therefrom;
5. Claims for damages because of bodily injury, death of ownership, maintenance or use of a motor vehicle;
6. Claims for bodily injury or property damage arising on 8. Claims involving contractual liability insurance applied Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for Contractor's operations or required by law, whichever coverage is greater contracts or claims-made basis, shall be maintained without interruption until the date of final payment and termination of any coverage and, with respect to the Contractor's completed operations coverage, of Work or for such other period for maintenance of completed operation Document.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Work and thereafter upon renewal or replacement of each required insurance policies required by this Section 11.1 shall contain a provision will not be canceled or allowed to expire until at least 30 days' prior to additional certificate evidencing continuation of liability coverage, the shall be submitted with the final Application for Payment as required or replacement of such coverage until the expiration of the time required reduction of coverage on account of revised limits or claims paid and furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage (1) the Owner, the Architect and the Architect's consultants as addressee by the Contractor's negligent acts or omissions during the Contract additional insured for claims caused in whole or in part by the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the O

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall be responsible for purchasing and maintaining the O

~~or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Modifications. The Contractor shall be responsible for the cost of such insurance. The Project at the site on a replacement cost basis, without any deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents. Coverage shall be written by all persons and entities who are beneficiaries of such insurance, with final approval from the Owner as provided in Section 9.10 or until no person or entity other than the Owner has a demonstrable interest in the property required by this Section 11.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors and~~

~~§ 11.3.2 The insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire, theft, vandalism, malicious mischief, explosion, flood, windstorm, feldwork, duplication of coverage, theft, vandalism, malicious mischief, explosion, flood, windstorm, feldwork, testing and start-up, temporary buildings and other removal including demolition, and by enforcement of any applicable legal provisions. The insurance shall cover reasonable compensation for Architect's and Contractor's expenses required as a result of such insured loss.~~

~~§ 11.3.3 The Owner does not intend to purchase such property insurance required by the Contract and with the coverage in the Contract Documents above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor shall not be held responsible for the protection of the interests of the Contractor, Subcontractors and Sub-subcontractors. If the Contractor is notified by a Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all economic costs property attributable thereto.~~

~~§ 11.3.4 If the property insurance required under this Contract Documents provides coverage for business and personal belongings:~~

~~§ 11.3.4.1 This property insurance shall cover property of the Work at the site and the location of the Work in transit.~~

~~§ 11.3.4.2 This property insurance shall be in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have agreed to each party's proposed form of endorsement or otherwise. The Owner and the Contractor shall agree upon the form of the insurance company or companies and shall execute the necessary written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.5 TOOLS AND MACHINERY INSURANCE
The Owner shall purchase and maintain property insurance required by the Contract Documents for the Work, which shall specifically cover such insured objects that are transported, stored or used by the Owner, the Contractor and Contractor shall be named insureds.~~

~~§ 11.3.6 LOSS OF USE INSURANCE
The Owner, at the Owner's option, shall purchase and maintain such insurance as will insure the Contractor's use of the Owner's property due to fire or other hazards. The Contractor shall not be held responsible for the protection of the interests of the Contractor, Subcontractors and Sub-subcontractors. If the Contractor is notified by a Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all economic costs property attributable thereto.~~

~~§ 11.3.7 The Contractor shall be responsible for purchasing and maintaining the O~~

~~§ 11.3.8 If during the Project construction period the Owner insures properties, real or personal or both, at any location, the Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy.~~

~~§ 11.3.9 If during the Project construction period the Owner insures properties, real or personal or both, at any location, the Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy.~~

~~§ 11.4 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each insurance policy covering the Work. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy.~~

§ 11.5 WAIVERS OF SUBROGATION

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other cause of loss to the extent covered by property insurance obtained by such insurance held by the Owner as fiduciary. The Contractor, as appropriate, shall require Architect, Architect's consultants, separate contract described in Article 6, if any, and the subcontractors, agents and employees of each of them, by appropriate agreement, written where legally valid, similar waivers each in favor of other parties enumerated herein. The public shall provide a waiver of subrogation by the Contractor or otherwise. A waiver of subrogation shall be effective as to a person or entity only if that person or entity would otherwise have a duty of indemnification, contractual or otherwise, to the insured person directly or indirectly, and whether or not the person or entity had an insurable property damage.~~

~~§ 11.5.1 A claim insured under the Owner's property insurance shall be adjusted by the Owner or fiduciary payable to the Owner as fiduciary for the insured, as their interests may appear, subject to requirements applicable to mortgagee claims and Section 11.3.3. The Contractor shall pay Subcontractors their just insurance proceeds received by the Contractor, and by appropriate agreement, written where legally valid, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.5.2 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of a give bond for property insurance of the Owner's duties. The cost of required bonds shall be the Contractor's responsibility. The Contractor shall deposit in a separate account proceeds so received, with the Owner shall distribute in accordance with such agreement. If interest may reach, or as the Contractor shall distribute in accordance with such agreement. If interest may reach, or as the Contractor shall distribute in accordance with such agreement. If interest may reach, or as the Contractor shall distribute in accordance with such agreement.~~

~~§ 11.5.3 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one interest shall object in writing within five days after occurrence of loss to the Owner's settlement of such loss. The dispute shall be resolved in the manner provided in the Contract Documents. The Contractor shall be named insured on the policy. The Contractor shall be responsible for the cost of such insurance. The Contractor shall be named insured on the policy.~~

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

~~§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specified in the Contract Documents on the date of execution of the Contract.~~

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

~~§ 12.1.1 If a portion of the Work is replaced contrary to the Architect's request or to requirements specified in the Contract Documents, it must, if requested in writing by the Architect, be uncovered if the Architect's examination and be replaced at the Contractor's expense without change in the Contract~~

SUPPLEMENTARY GENERAL CONTIONS

11.2 Delete section 11.2 and replace as follows:

§ 11.2 OWNER'S LIABILITY INSURANCE
The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

11.3.1 Delete sub-section 11.3.1 and replace as follows:

§ 11.3.1 The Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without limitation, theft, vandalism and malicious mischief. This insurance shall also duplicate portions of the Work stored off the site or in transit. While the Owner is responsible for purchasing the Builder's Risk Policy, it is understood that any claims which may arise under this policy in which the Contractor is negligent, the Contractor will pay the deductible.

11.3.1.1 Delete sub-sections 11.3.1.1, 11.3.1.2, 11.3.1.3, 11.3.1.4, and 11.3.1.5.

11.3.2 Delete sub-sections 11.3.2, 11.3.3, 11.3.4, 11.3.5, 11.3.6, and 11.3.7.

11.3.8 Delete the first sentence.

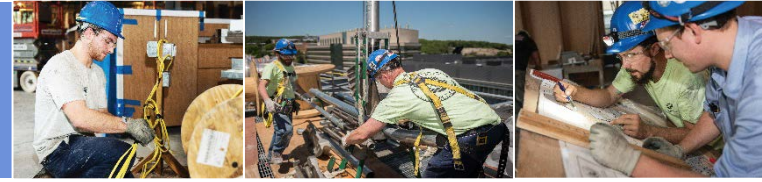
11.3.9 Delete sub-sections 11.3.9 and 11.3.10.

11.3.11 Add new sub-section 11.3.11 as follows:

§ 11.3.11 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.





ISSUE #3

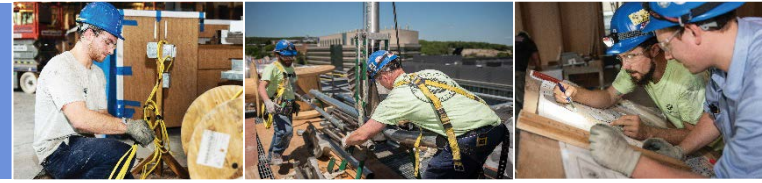
What should a Chapter 149A Trade Contract look like?

ANSWER

Just as it is depicted in the statute.



149A Statute



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FORM FOR TRADE CONTRACT BETWEEN CONSTRUCTION MANAGER AND TRADE CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ a corporation organized and existing under the law of _____ a partnership consisting of _____ an individual doing business as _____ hereinafter called the "Construction Manager or CM" and _____ a corporation organized and existing under the laws of _____ a partnership consisting of _____ an individual doing business _____ hereinafter called the "Trade Contractor",

WITNESSETH that the CM and the Trade Contractor for the _____ as follows:

1. The Trade Contractor agrees to furnish all labor and materials for the completion of all work specified in Section No. _____ of the Specifications for _____ (Name of State) and the Plans referred to therein and addenda No. _____ for the _____ (complete title of project and project no. taken from the title page) all as prepared by _____ (Name of Designer or Engineer)

All work shall be in accordance with the (project) all as prepared. All work shall be in accordance with the contract documents list Scope of Work listed on Exhibit B. The CM agrees to pay the Trade Contractor all the work in Exhibit B, the sum of \$ _____, The Trade Contractor alternates (and other items set forth in the sub-bid):
 Alternate No(s) _____

(a) The Trade Contractor agrees to be bound to the CM by the described Plans, Specifications (including all general conditions and _____ and _____) and to assume all obligations and responsibilities that the CM by those documents assumes to the _____ (Public Agency) the "Public Agency", except to the extent that provisions contained herein are by law applicable only to the CM.

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(b) The CM agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Public Agency by the terms of the hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Public Agency.

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6. If the Trade Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the CM, or otherwise be guilty of a substantial violation of any provision of the contract, then the CM may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the CM. The CM and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.

7. The following exhibits are incorporated into their subcontract:

Exhibit A: Contract Documents

Exhibit B: Detailed Scope of Work

Exhibit C: Project Schedule

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

 (Name of Trade Contractor)

By: _____

SEAL ATTEST

 (Name of CM)

By: _____



Bad 149A – Example



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this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.
7. The following exhibits are incorporated into their subcontract:

- Exhibit A:** Contract Documents
- Exhibit A-1:** List of Contract Drawings
- Exhibit A-2:** List of Contract Specifications
- Exhibit B:** Detailed Scope of Work – Articles 1 through 12: ALL TRADES
- Exhibit B:** Detailed Scope of Work – Article 13: TRADE-SPECIFIC SCOPES
- Exhibit C:** Intentionally Omitted
- Exhibit D-1 & D-2:** Subcontractor Partial and Final Lien Waivers
- Exhibit E:** Incident/Accident Reporting and Procedure Forms
- Exhibit F:** Subcontractor Application for Payment and Schedule of Value
- Exhibit G:** Subcontractor Schedule of Vendors and Subcontractors
- Exhibit H:** Steps for Requisitioning
- Exhibit I:** Subcontractor's Field Force Report
- Exhibit J:** Sample Insurance Certificate and Instructions
- Exhibit K-1 & K-2:** Subcontractor/Material Supplier Acknowledgement of Payment and Partial Waiver Lien
- Rider S:** Subcontractor Safety Requirement
- Exhibit L:** VDC Rider "V"
- Exhibit M:** VDC Rider "V" LOD Exhibit
- Exhibit N:** Subcontractor Compliance Package
- Exhibit O:** NFPA 241 Construction Fire Safety & Impairment Plan
- Exhibit P:** Truck Routing Plan
- Exhibit Q:** Site Logistics Plan
- Exhibit R:** Draft Baseline Schedule

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

Wayne J. Griffin Electric, Inc. _____

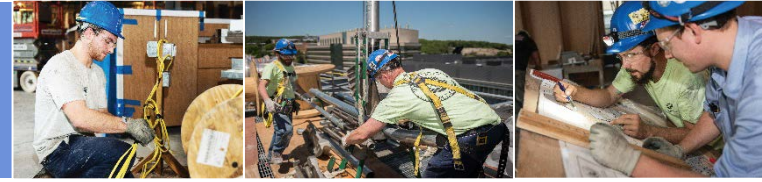
By: DocuSigned by:
David R. Benoit, Director of Operations
TCF9D908E63488

SEAL ATTEST

By: _____

DS DS DS DS DS





ISSUE #4

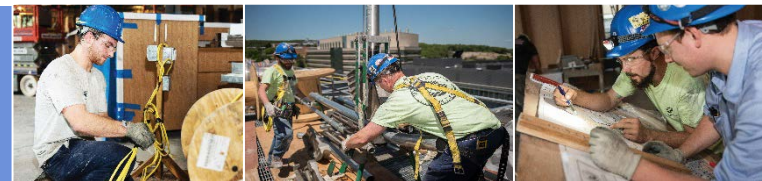
***Paragraph “E” Sub-subcontractors
What can go wrong?***

ANSWER

Many things.



Chapter 149 Bids



PARAGRAPH “E”

- Bid documents tell subcontractors which “classes” of work must be listed on the bid form.

E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do not give bid price for any class or part thereof furnished by undersigned.]

Chapter 149A Bids



NO PARAGRAPH “E”

- Different way of handling Sub-Sub Bids
- Bid documents do not tell subcontractors which “classes” of work must be listed.

(6) a trade contractor bid form that shall require, without limitation, a listing of price, addenda, alternates and allowances, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by sub-trade subcontractors within the trade; and the names of all sub-trade subcontractors to be used if awarded the trade contract and each sub-trade contract sum;



Paragraph “E”



“E” BIDDING ISSUES

Often see 149A projects using 149 bid form with Paragraph E.

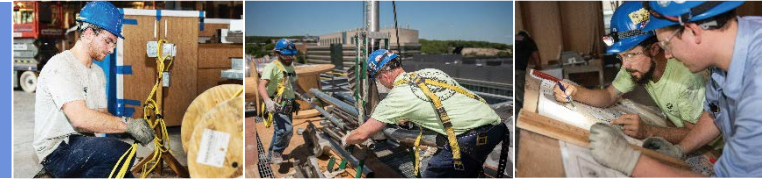
- We may list additional sub-subcontractors, even if not required by Paragraph E.
- In fact, if we as a Trade Contractor aren't qualified, to perform sub-subcontractor work (usually by lack of some certification), and don't list a sub-subcontractor, we may be protested, and our bid may be rejected.

On 149 Projects the trade specification may require work we may not typically perform, such as [medium voltage work](#).

- If we don't submit an RFI and persuade Awarding Authority to make such work with a Paragraph E listing, our bid may be rejected.
- ****Hint:** Always make [medium voltage](#) work a Paragraph E listing on 149 projects.



Paragraph “E”



“E” BIDDING ISSUES

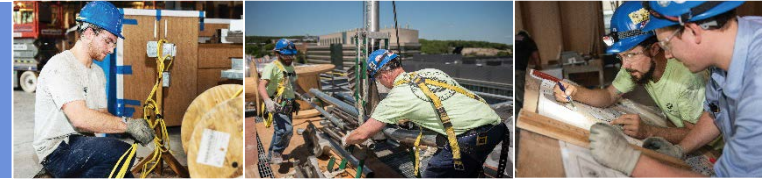
Installer vs. Integrator

- If you are OK with the electrical contractor installing cables and mounting devices be clear that this will be allowed.
- Don't require certifications of installer that really should be for integrator.
- An Installer puts in the cables and devices.
- An Integrator makes connections, programs, tests, commissions and provides service.

Submittal vs. Bid Requirement

- Try to make certification and qualification issues something to be determined during the submittal stage of a project. If a qualification issue is not called out as a submittal issue, it may be construed as a bid issue, may lead to a protest, and may cause a bid to be rejected.





Thank You for Your Time!
Any Questions?

