



# *Guiding Principle of the Subcontracting Profession*



- All general contractors, subcontractors and design professionals shall provide a work environment intended and designed to attract and retain an adequate and trained workforce, including providing a living wage and appropriate benefits, skill and career training, and a safe and healthy workplace.
- No owner, general contractor, design professional or construction industry supplier shall shift the risk to another that it can better mitigate, control or manage itself.
- All owners, general contractors, subcontractors, design professionals and construction industry suppliers shall strive to avoid disputes.
- The laws of a State shall take precedence and be enforced on all construction contracts for work performed in that State. Furthermore, all suits brought in construction contract disputes for work performed in a State shall be filed in an appropriate Court of Law where the project is located, and venue shall not be changed without the prior express agreement of all parties to the suit.
- No owner, general contractor, subcontractor or design professional shall receive or provide a bid and subsequently disclose that bid to another with the intention of enticing that party to lower its bid or awarding the contract for a lower bid to other than the original low bid.
- All general contractors, subcontractors, and design professionals shall be entitled to full and prompt payment for all work properly performed for all materials properly stored, and for all services properly provided. Furthermore, any contract clause that abridges or waives such entitlement to full and prompt payment is against public policy.
- Any general contractor, subcontractor, or design professional not paid promptly for work properly performed, for all materials properly stored, and for all services properly provided shall have the right immediately to suspend performance until full payment has been received, including for all reasonable costs incurred due to suspension. Furthermore, that general contractor, subcontractor, or design professional shall have the right to be paid for all reasonable costs of re-mobilization.
- Any contract provision that prevents a general contractor, subcontractor, or design professional from reasonable compensation for delays caused by the owner or another party to the construction contract is against public policy.
- An owner or user of a building, structure or improvement to real property shall not be permitted beneficial use of that building, structure or improvement until all general contractors, subcontractors, design professionals and construction industry suppliers which have provided labor, material or construction services shall have been paid in full.
- All general contractors, subcontractors, and design professionals shall be awarded attorney fees and other costs associated with enforcing these principles.