



## American Subcontractors Association, Inc. Subcontractor's Negotiating Tip Sheet Scope of Work

### Sample Language

#### ASA Recommends:

"Subcontractor's scope of work includes only the following: *[Insert your scope.]*"

**Note:** The subcontractor's description of the work should contain three elements:

- (1) The general denomination of the type of work that the subcontractor is going to perform.
- (2) A designation of the relevant portion of the project (by sheet numbers, date and date of last revision).
- (3) A statement that the work is to be in accordance with certain designated sections of the project specifications.

#### What You May See in the Wild:

"The Subcontractor shall furnish all material, labor and equipment, necessary or incidental, to satisfy the Contractor's obligations to the Owner with respect to the [specific trade] portion of the project. Such work shall be in compliance with any and all general and subcontract requirements, including any work reasonably inferable from any Contract Documents."

### Impact on the Subcontractor

- At best, the Subcontractor could find that it disagrees with its customer about the scope of its work.
- At worst, the Subcontractor could find its scope of work, and thus its costs, has expanded dramatically.

### Negotiating Tips

**When the GC Says:** "This owner is very demanding and doesn't always know what it wants. I need you to stay flexible."

**The Sub Should Say:** "Like you, I'm committed to giving the owner the best job possible. But the documents currently contain many added cost items that we didn't know about when we bid to you. We can either work out our pricing with you on those items or go back to the earlier requirements."

**When the GC Says:** "We both know what your trade involves. I don't think we need to define every dot and tittle now."

**The Sub Should Say:** "You'll see that our bid submission was very specific about what it covered. We either need to incorporate into the subcontract the description of work in my submission and incorporated in my price, or we need delete from the subcontract those items that were added."

**When the GC Says:** "We can address these concerns later as the job progresses."

**The Sub Should Say:** "I know we're both committed to making this project go as smoothly as possible. It's best for both of us to address these potential problems now, instead of waiting for actual problems to arise."

#### Additional Resources:

ASA Subcontract Addendum (2011), ¶ 2. Available to ASA members at [www.ASAonline.com](http://www.ASAonline.com).

ConsensusDOCS Form 750, Standard Agreement Between Constructor and Subcontractor (2012), ¶ 2.2. Available at [www.ConsensusDocs.org](http://www.ConsensusDocs.org); ASA members can get a 20 percent discount by entering ASA100.