AGC, ASA and ASC have agreed on the following “service obligations” as a guide for use by contractors and subcontractors in discussing job site conditions relative to safety, temporary job utilities and temporary services, in order to eliminate misunderstandings and promote harmony and cooperation between parties to the construction contract. When adequate identification of temporary services is provided and logical assignments of responsibilities are made, costs of such services are adequately covered in contract arrangements. This listing is deliberately general in nature and should be adapted to local conditions, preferably by local joint cooperative committees of contractors and subcontractors.

Achievement of these desirable relationships can be initiated by segregating requirements for each type of temporary service in a manner which is consistent with the organization of the contract documents, the scope of the work of contracting parties who would ordinarily establish and maintain the services, and any jurisdictional divisions of work that may exist. The following general guidelines are endorsed by AGC, ASA and ASC:

1. Each employer whether he be general contractor, prime contractor or subcontractor shall be separately responsible for all specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Construction Safety and Health Act of 1970, the Construction Safety Act of 1969, and all standards and regulations which have been or shall be promulgated by parties or agencies which administer such acts. With respect to the requirements of OSHA, each contractor and subcontractor shall be responsible for the acts of his employees and for appropriate recordkeeping and reporting.

2. Specific timing for the availability of each temporary facility should be established during the Construction Coordinating Conference. Prior to these times, each contractor or subcontractor will satisfy his own requirements for such services.

3. The contract documents prepared by the architect and engineer should clearly indicate the location of existing on-site and off-site utilities, and, where
applicable, the quantity and conditions of use with respect to the specific type of temporary services and temporary

AGC, ASA and ASC recommend the following guidelines:

Access
The general contractor shall provide an adequate access and/or roads to the site of the structure if required for the prosecution of the work. He should also provide and maintain at least one temporary or permanent access to each working elevation which is to be permanently occupied.

Hoisting Facilities
The general contractor and individual subcontractors shall be responsible for providing their own hoisting of their own materials on construction (fill in locally) floors or less above grade. A tower hoist or other hoisting facility of suitable capacity to carry all normal items of material shall be provided on a preagreed upon basis to subcontractors by the general contractor on construction more than (fill in locally) floors above grade. Subcontractors shall conform to a mutually agreeable schedule during normal working hours. Hoisting facilities shall be maintained until the bulk of all materials are stored in the building. When materials exceed the capacity of normal hoisting facilities in either size or weight, or demand excessive time, the individual subcontractor shall be required to make his own arrangements. When the magnitude of the work force and the height of the work requires, a suitable personnel elevator or manlift shall also be provided by the general contractor.

OSHA compliance for all hoists, conveyors, and elevators on the jobsite will be the responsibility of the installation contractor, and maintenance of the facilities in compliance with the law will be the responsibility of the contractor or subcontractors operating the equipment.

Guardrails, floor and wall openings and stairways
The general contractor will provide guardrails, handrails and covers for floor, roof and wall openings, and stairways installed and/or constructed by his own forces. If movement of these protective facilities is required for the subcontractor to perform his work, it will be the responsibility of that subcontractor to give prior notification to the general contractor and to replace same in satisfactory manner.

Trash
The general contractor will be responsible for providing trash receptacles on each floor of the building. Each contractor or subcontractor will be responsible for collecting and depositing his debris in such collection facilities. The general contractor will be responsible for the removal of all debris from the jobsite. Trash and debris shall not be allowed to accumulate.

Sanitation facilities
The general contractor shall be responsible for furnishing adequate temporary toilet facilities on the jobsite.

Drinking water
Potable drinking water on the jobsite will be provided free of charge to subcontractors, in convenient and accessible locations, by the general contractor, so long as the general contractor has personnel on the job requiring drinking water.

Fire protection
The general contractor will provide the general temporary fire protection requirements. Subcontractors will be responsible for their own specialty requirements. Permanent fire protection equipment used for fire protection during construction shall be the responsibility of the installing contractor.

Weather protection and temporary heat/ventilation
During construction, weather protection and heating/ventilation may be required for protection of workmen and protection of construction:

a. Before permanent enclosure of the building;
b. After enclosure but prior to finishing operations; 

During finishing operations.

Local agreements prior to bidding for use in the contract documents should establish the type, duration and level of requirements for heating/ventilation and weather protection.

Generally, the general contractor should be responsible for providing general weather protection. The heating/ventilating contractor should be responsible for providing heating/ventilating of workmen and construction after permanent enclosures have been installed and the permanent heating system is sufficiently completed to allow safe operation, as determined by the architect/engineer and/or owner. Subcontractors having specific or unusual requirements should be responsible for their own requirements.

Because of the many variable climatic conditions which occur throughout the United States, no national recommendations can be made here regarding the specifics of weather protection and heating/ventilation requirements. However, such specifications for local use should be prepared in such a manner that the heating and/or ventilation contractor will be required to furnish temporary connection to the permanent heating or ventilation system and the removal of the same. (This shall also include placing the system back in first class condition before turning the system over to the owner.) Also in order that an allowance can be established in the contract price, the architect/engineer should incorporate in his specifications a lump sum dollar amount or a total number of hours that the HVAC contractor shall include in his bid for the cost of temporary heat and/or temporary ventilating labor. The HVAC contractor shall also state the hourly rates for furnishing labor for temporary heat, in order that a cost adjustment can be made against the stated allowance. The cost of all fuel, water, electricity and other consumable products shall be paid by the owner.

Storage

The general contractor shall coordinate the allocation of storage areas to the various subcontractors.

Water service

The plumbing contractor shall fur-
About AGC, ASA and ASC

The Associated General Contractors of America (AGC), the American Subcontractors Association (ASA), and the Associated Specialty Contractors (ASC) have a variety of unique and exclusive functions, but one common goal: to promote equitable and ethical general contractor-subcontractor relations.

This commitment led to the creation of an AGC-ASA-ASC Joint Cooperative Committee charged with working on issues of common concern and interest. This committee has developed a series of joint guidelines, forms, and policy statements which advocate construction practices that are fair and equitable to general contractors and subcontractors alike. These joint guidelines, forms, and policy statements have been endorsed by the boards of directors of the three associations.

The Associated General Contractors of America (AGC) is a national trade association with 110 chapters nationwide representing more than 32,000 firms, including 8,400 of America’s leading general contracting companies which are responsible for the employment of more than 3,400,000 individuals. These member contractors perform more than 80 percent of America’s contract construction of commercial buildings, highways, industrial and municipal facilities as well as federal construction projects.

ASA, based in metropolitan Washington, D.C., is a national organization representing the concerns and interests of all construction subcontractors, both union and non-union, regardless of trade specialty. ASA concentrates primarily on the business, contract, and payment issues affecting all subcontractors. The association seeks solutions to the problems created by retainage, bid shopping and peddling, slow pay, delay claims, and unreasonable federal, state and local government regulations. ASA has more than 6,000 members participating in 55 chapters nationwide.

ASC is an “umbrella organization” of eight national associations of construction specialty contractors, whose combined membership totals more than 25,000 firms. Its members include: Mason Contractors Association of America; Mechanical Contractors Association of America; National Association of Plumbing-Heating-Cooling Contractors; National Electrical Contractors Association; National Insulation Contractors Association; National Roofing Contractors Association; Painting and Decorating Contractors of America; and Sheet Metal and Air Conditioning Contractors’ National Association. The association’s goals are to promote efficient management and productivity; to improve contracting forms and practices; to coordinate the work of specialized branches of the industry in labor relations, management information, research, public information, government relations and construction relations, and serve as a liaison among specialty trade associations in the areas of public relations, government relations and with other organizations.
nish a temporary water supply at each floor of a building, and at other access points if indicated by the architect/engineer in the specifications, which shall also indicate the size, quantity and pressure at the water outlets; but in any case, the plumbing contractor shall provide as minimum a (fill in locally) -inch hose bibb supply in each floor of each building in order that any point on each floor may be serviced with a (fill in locally) -foot water hose. During the course of construction the water bill shall be paid by the general contractor. Any contractor or subcontractor whose water requirements are in excess of those specified shall be responsible for his own facility.

Electrical service

The electrical contractor shall furnish and maintain temporary electrical service for both power and lighting if indicated by the architect/engineer in the specifications, which shall also indicate the type, quantity, wattage, amperage and voltage characteristics of temporary lighting, power circuits and outlets; but in any case the electrical contractor shall provide as a minimum, (fill in locally) amperage, (fill in locally) voltage, (fill in locally) phase electrical receptacles at each floor of each building so that any point on each floor can be reached by a (fill in locally) -foot extension cord. Energy charges shall be paid by the general contractor. Any contractor having requirements for power, lighting or service other than those provided herein, shall make the necessary arrangements at his own expense.

Editor’s Note: This is one of a continuing series of reprints of policy statements. It has been mutually developed and adopted by the American Subcontractors Association, the Associated Specialty Contractors, and the Associated General Contractors of America.

The goal of these guidelines is to set and communicate a standard for fair and efficient business procedures in the construction industry. Following is the fifth of the nine guidelines, three standard forms, and four joint policy statements which appear in *The Construction Industry Survival Kit*, a publication jointly developed by the three associations. Over 30,000 copies of the publication, which costs $1.00, have been printed. For more information, contact ASA at (703) 684-3450.