The Construction Contractor’s Qualification Statement for Engineered Construction is a revision of a similar document originally published in 1925. This new qualification statement was developed by AGC in cooperation with the Engineers Joint Contract Documents committee (EJCDC).

Contractors often are asked to provide the same information in a variety of formats for different owners. A goal of this AGC document is to create some consistency so that contractors don’t have to reformulate the information requested for each project.

The statement provides for general business information—whether the contractor is a corporation, partnership, joint venture, or sole proprietorship. The contractor provides schedules of major projects completed, current projects under construction, and the construction experience of the organization’s principal personnel. Other information requested includes surety, approximate bonding capacity, banking institution, general types of work performed with own work forces, and safety programs.

The form is recommended as a generic prequalification statement or a project-specific qualification statement. In the latter case, supplemental information may be required.

**Subcontract for Building Construction**

AGC’s Subcontract for Building Construction has been revised to reflect changes in the law and for compatibility with the 1987 edition of AIA’s A201 General Conditions for the Contract for Construction. The 1990 edition is derived from the first edition, which was published in 1984 and has been AGC’s best-selling contract document since that time. Although written to be compatible with A201, this document also can be used when there are no general conditions, or it can be modified for use with other general conditions.

A new provision regulates the subcontractor’s assignment of payments under the agreement to ensure that the assignee of contract funds will have notice that the funds are subject to the claims of persons who performed work or provided materials under the subcontractor.

The construction change directive concept introduced in the 1987 edition of A201 has been incorporated in this document. While a change order indicates agreement on the change and any consequential adjustment in price or schedule, the change directive “directs” a change and states a proposed adjustment in price or schedule or both. It can be used in the absence of agreement on these terms.

A new paragraph expressly makes the subcontractor responsible to the contractor as the contractor is responsible to the owner with regard to shop drawings.

Another new provision requires the subcontractor to establish a safety program. The contractor’s obligations to the owner for materials safety expressly flows down to the subcontractor.

If the contract documents require the contractor’s contingent assignment of

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New in this edition is an initial dispute resolution provision.

the subcontract to the owner, the agreement expressly provides for that contingency.

The insurance provisions are premised on the availability of insurance policies written on an occurrence basis. If an insurance policy written on a claims-made basis is being utilized, modifications will be required. Because some subcontractors are still covered under Comprehensive General Liability insurance while others are covered under the newer Commercial General Liability insurance, and the structure of the limits of liability for the two policy types is quite different, the contract provision is written to accommodate both.

New in this edition is an initial dispute resolution provision. If direct discussion between the parties does not result in the settlement of a dispute, the parties may endeavor to settle the dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association. Mediation is not intended to be a delaying measure, but rather an optional, flexible process. The time limitation for any subsequent arbitration is adjusted to include the mediation process.

The arbitration provision has been amended to make the agreement to arbitrate specifically governed by the Federal Arbitration Act rather than “the prevailing arbitration law” as in the previous edition. Because of the variations in state arbitration statutes and the courts’ interpretation of them, the Federal Arbitration Act is thought to be a more predictable procedural vehicle.

AWCI Made Honorary Member of British Association

During the meeting of the AWCI Board of Directors at the Toronto Convention, then-President Ron Brady was presented with a certificate conferring on AWCI honorary membership in the Storage and Handling Equipment Distributors’ Association of the United Kingdom.

The presentation was made by SHEDA chairman-elect Rick Hewis of Lindum Commercial Interiors in London. He was attending the AWCI Convention as the official representative of SHEDA.

President Brady expressed his sincere thanks and appreciation to Mr. Hewis on behalf of the entire AWCI Board.

While AWCI has been honored in the past, this is the first time it has been made an honorary affiliate of any other national association. Our thanks to the Storage and Handling Equipment Distributors’ Association. Their headquarters address is SHEDA, 74 Chester Road, Castle Bromwich, Birmingham, England B36 9BU.