**Presented by: The American Subcontractors Association of Metro Washington (ASAMW)**

# SCOPE BEST PRACTICES AND SPECIFICITY

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AMERICAN SUBCONTRACTORS ASSOCIATION METRO WASHINGTON
THE FIRST & FOUNDING CHAPTER OF ASA

## Scope Best Practices and Specificity Outline

## Introduction

To advance our mission of better construction through fair construction, the American Subcontractors Association of Metro Washington (ASAMW) continues to explore opportunities to create equity in the construction process. As such, the topic of scope has been brought to the forefront given its importance in the contracting relationship. Scope, in this context, refers to the contractual exhibit which delineates the subcontractor's responsibilities outside of the "boiler plate" terms and conditions. In discussion with our General Contractor (GC) partners, revising boiler plate language in subcontract agreements is time consuming, cumbersome and likely to include counsel. On the contrary, scope is usually left to the discretion of the estimating and project level staff. Because of this, scope is a powerful tool within both parties' reach to create transparency and accountability. In other words, an accessible way to create a win-win scenario.

To conceptualize the scoping process, ASAMW created a committee comprised of different subcontractors from all major trades as well as representation from a prime General Contractor in the DC market. This enabled us to truly understand the interconnectivity and sequencing of scope when being formed. Scope impacts all trades at varying levels and examples will be discussed. With that in mind, this paper will focus on two topics: Best Scoping Practices and Scope Specificity.

**Best Scoping Practices:** This section will focus on developing an ideal scope during pre-construction and final scope review prior to contract execution.

**Scope Specificity:** This section will provide a tutorial to demonstrate the level of detail required in scope to protect both parties and related trades. What seems like a simple requirement during bid time often turns into contention down the road. While some occurrences may not be foreseeable, we as the contracting community have learned enough lessons to foresee what definition is required to create clarity and accountability. Accountability then creates an equitable environment conducive to accomplishing the task.

By addressing both topics, the goal is to provide contractors with the tools needed to maximize the scoping process, as well as mitigate conflict.

## Section 1: Best Scoping Practices

As discussed, the creation of scope begins during pre-construction and is typically finalized during contract review. The best time to collaborate on scope is during pre-construction as it creates an environment of transparency, consistency and trust across the engaged parties. Subcontractors can be more adequately leveled when important details not evident in generic inclusions are brought to the forefront. Additionally, these same details will likely impact other trades which provides the added benefit of clarity and down-stream risk mitigation.

Listed below are the primary considerations for General Contractor and Subcontractor scope development in the pre-construction and contract execution processes:

- Both the General Contractor and Subcontractor need to take a proactive approach to the scoping process. Collaboration, project level alignment and the requisite amount of specificity is critical to ensure an equitable process. The following section will provide instruction and examples as to how to include the right amount of specificity. The remainder of this section will focus on best practices.
- From a General Contractor's perspective: The trade specific scope exhibit should be transmitted at least two weeks prior to bidding, and much earlier if possible. This allows for adequate time to refine and align the scope with the specific needs of the project. Subcontractors can then be adequately leveled.
- From a Subcontractor perspective: Acknowledge that you are the subject matter expert and best understand how the scope is being applied to the project. If the scope provided is not aligned with the project, take the opportunity early on to identify those inconsistencies, suggest the correct application and inform the General Contractor in writing. If any suggestions carry cost impacts, provide them simultaneously.
- More specifically, the scope exhibit should be marked up throughout pre-construction as if you were negotiating the project. Any revisions must be documented in writing and applied to the final scope exhibit. The entire revision history is extremely relevant and must be transmitted to the operational team at the time of the award.
- Exclusions: Subcontractors tend to carry exclusions as a boiler plate instead of identifying what the project doesn't require. This is a recurring complaint of General

Contractors; Subs repeatedly exclude foreseeable scope and use it as a tool to argue down the road. Both sides need to review exclusions in detail during the pre-construction, bid and leveling processes.

- Ensure your proposal is based on the correct documents: specifications, drawings, addendum and RFIs. Often, information changes up until the deadline and not incorporating the final changes will lead to confusion and a difficulty of leveling.
- Subcontractors must read all exhibits included in the bid documents. Often, subcontractors don't spend adequate time understanding specific bonding, insurance, logistical, safety, clean up, general or administrative requirements which carry cost impacts. A strategy that helps both parties is to assign costs to such items, one example being "ladders last". This helps the GC level other contractors by requesting pricing breakouts to ensure parity.
- Every subcontractor should provide a signed off or marked up copy of the general contractor provided scope exhibit with their bid submission.
- Ensure the scope exhibit provided with the contract matches what has previously been discussed and documented. The time to reconcile any differences is prior to the execution of the contract.
- Request that the contract received from the General Contractor references your final and negotiated proposal.
- If a subcontractor bids on a project and includes deviations from specified material or basis of design equipment, they must clearly highlight these deviations in their proposal. These deviations must then be reviewed by the General Contractor for inclusion in the Owner's clarifications.
- If the contract documents do not provide adequate detail on the equipment manufacturer, model or capacities, identify your assumptions or any allowances included within your proposal.
- Subcontractors should take the time to review the schedule provided with the contract documents. If any issues are identified with durations or sequences, document them in writing with suggestions to help inform the process. The same should be applied to any logistical planning for jobsite access, laydown, badging, etc.

- If your scope contains equipment or material with long lead times, ensure those lead times are discussed in writing during the pre-construction process and included in your bid day proposal. Also make it clear that those lead times are from the date of an approved submittal or shop drawings.
- Any allowances assumed need to be qualified and included in your scope.
- If your scope includes rigging large items, qualify what you intend to self-perform vs what you expect to rig using the tower crane furnished by others.
- Building Information Modeling: As the industry moves towards complete representation and coordination of all trades in the model, understand what the BIM requirements are for the project and your scope. This means the level of design for your objects as well as meetings and timelines.

## Section 2: Scope Specificity

As section 1 discussed the best practices associated with executing scope from pre-construction through contract execution, section 2 will focus on a separate consideration: specificity. Specificity refers to the level of detail included within each inclusion or exclusion. During pre-construction, contractors often take scope at face value or make assumptions without detailing the scope in the context of the project. As discussed in section 1, subcontractors are subject matter experts and need to approach scope with this mindset. Failing to detail scope in a way that overwhelmingly clarifies assumptions, requirements, performance, pre-requisite activities or impacts to other trades will result in conflict down the road. Unfortunately, this conflict tends to happen at inopportune times when installation, inspection, testing or turnover is underway. Cost impacts then present themselves and all parties go into a defensive posture when action is sorely needed.

To illustrate the point, we'll consider several examples that typically reoccur on projects. The first example deals with mechanical scope, the following two from a finishing trade. The purpose of this exercise is to understand the process behind specificity and apply it to your trade's scope.

**Poor Scope Example #1: "Provide temporary conditioning."**

**Background:** On most large-scale renovation or new construction projects, the mechanical contractor is asked to provide conditioned air ahead of the finishing trades beginning their work. This is due to the temperature and humidity requirements of paint, mortar, sealants, cabinetry, flooring, or joint compounds. Conditioned air can be provided in a number of ways and at different times. It can come from rental equipment or using permanent equipment. It can be powered by generators or require permanent electricity. Heating equipment can be fed from natural gas, propane or fuel oil. While the example above seems typical, it carries the potential to not only delay the job but result in tremendous cost impact.

**Specific Scope Example:**

Provide temporary conditioning as follows:

- Temporary conditioning will be required for the entire project starting October 1st, 2025 and continuing through final completion of September 30th, 2026.

- Subcontractor is to utilize permanent equipment, piping and ductwork to accomplish both heating and cooling in the timeline identified. No rental equipment cost is included. Permanent electricity to be provided by others.
- Conditioned spaces must always stay within a temperature range of 60°-78°, relative humidity must remain within a range of 40%-65%.
- In order to provide heating in the 2025/2026 winter season, Contractor will ensure permanent power is available to the boilers, pumps, terminal equipment and control panels by September 1st, 2025. The Owner will ensure natural gas is available to the site by September 1st, 2025. Electricity and natural gas utility costs to be paid by others.
- In order to provide cooling in the 2026 cooling season, Contractor will ensure permanent power is available to the chillers, cooling towers, pumps, terminal equipment, filtration unit and control panels by March 1st, 2026.
- Contractor to commit to enclosing areas prior to the commencement of conditioning with permanent windows, skin and doors inclusive of all contractual vapor sealant.
- Filter replacement – Subcontractor is to use MERV13 filtration during temporary conditioning. Filters are to be replaced weekly and a filter log must be maintained.
- Subcontractor will include cost to maintain equipment as required per manufacturer's recommendations.
- Subcontractor will carry cost to clean the ductwork prior to testing and balancing.
- Subcontractor will include cost to provide extended equipment warranties as required to meet the contract documents.

As seen in the specific scope example above, it details very clearly what is required to achieve conditioned air for both the Subcontractor, Contractor, Owner and associated trades. Once this level of specificity is included in all subcontractor proposals, it creates an environment which allows for bidders to be adequately leveled. Without the details provided above, subcontractors would likely miss a significant amount of cost required for the project. The inclusion for MERV-13 filtration and duct cleaning alone would likely cost the mechanical subcontractor hundreds of thousands of dollars on a larger project.

**Poor Scope Example #2: "Contractor shall provide all necessary touch-up painting as needed to complete the project and ensure finished surfaces are acceptable."**

**Background:** Touch-up painting is intended to address minor surface blemishes of the painting contractor's quality of installed work after final paint completion. Damage caused by others, latent damage, or remedial work of other trades due to poorly installed work is not touch-up owed by the painting contractor. The Painting and Decorating Contractors of America (PDCA) have defined the phrase "touch-up," who is responsible for touch-up and how to assess costs associated with such touch-up requirements.

To make touch-up hours in a painting subcontract more specific, it's important to outline scope, intent, limitations, scheduling, and expectations. This reduces ambiguity and protects a contractor's time and margin.

**Specific Scope Example: "**Painted surface inspection, painting applications/techniques, touch-up, latent damage by other's remediation, touch-up liability, workflow and sequencing is to be performed in accordance with all applicable PDCA industry standards as recognized by the American Institute of Architects."

**Poor Scope Example #3: "Caulking, as required."**

**Background:** Caulking performed under the painting scope is intended to prepare painted to painted surfaces for a high-quality finish and ensure clean transitions between joints (i.e., wood wall base to wall and butt joints).

**Specific Scope Example:**

**Caulking, as follows:**

**Included Caulking Areas (Painting-Related):**

- Field painted to field painted surfaces using standard latex painter's caulk. Such joints to be no greater than an 1/8" in width or depth.
- Along trim edges (baseboards, door and window casing, crown molding).
- At gaps between drywall and millwork.

**Caulking Type:**

- Interior acrylic latex paintable caulk (e.g., Sherwin-Williams 950A or approved equivalent).

**Exclusions (by others):**

- Gaps greater than 1/8" in width or depth.
- Gaps requiring backer rod.
- Exterior waterproofing caulking.
- Fire-rated or smoke-rated sealants.
- Sound caulking.
- Caulking of walls to floors or ceilings.
- Caulking at expansion joints.
- Wet/Sanitary area caulking (bathrooms, kitchens unless specifically noted).
- Joint sealants between dissimilar materials.

- Exterior door frame caulking.
- Urethane/specialty caulk.

**Notes:**

- Caulking to be installed in properly conditioned spaces to avoid substrate expansion or contraction resulting in cracking of caulk.
- Wood to be acclimated properly per specification in the conditioned space it will be installed in to avoid substrate expansion or contraction resulting in cracking of caulk.
- Painting-related caulking is intended only for aesthetic purposes, not for waterproofing or air sealing.
- Caulking is not intended to mask poorly installed work by others.
- All caulking work will be completed after substrates are clean, dry, and secure.
- Caulking will be applied in accordance with paint manufacturer recommendations for best adhesion and finish.

Caulking is often double scoped though multiple trades. The glazier/sealant contractor is responsible for functional caulk joints and for dissimilar caulking.

The idea behind this exercise is to help visualize the level of specificity required. When reviewing scope, never take it for face value and think as to how it can be improved; what seems obvious at first usually isn't. As the subject matter expert, you're the knowledgeable party. By detailing scope in a way that prevents conflict down the road, you're not only building trust with your client but also leveling your competition.

## Summary

As Owners, General Contractors, Construction Managers and Trade Contractors look for ways to bring equity, transparency and trust to the construction process, scope cannot be overlooked. Scope is the backbone of a project and fortunately possesses the opportunity to be developed and improved as a team. It's incumbent on the industry to dedicate the time and resources needed to ensure an adequate scoping process. This paper outlined the two primary methods: best practices and specificity.

Best practices begin during pre-construction as the scope is still being developed. This is the ideal time to promote consistent budgeting, competition and pricing. It also promotes transparency and trust between the parties. With specificity, all parties will understand what's being asked of them in a way that can't be misinterpreted. Far too often, scope issues come to light at the worst possible times which can lead to cost impacts, delays and frustration. We as an industry have the means to prevent this from happening.

In closing, ASAMW strongly believes in educating our partners as to how we can achieve better construction through fair construction. We hope that this paper outlines a pathway to achieve our mission through the scoping process.