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Subcontracting from a Strong Foundation

Presented by Andrea N. Canfield
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Andrea N. Canfield practices in Stoel Rives' Corporate group and advises Alaska Native corporations and privately held, small and middle market companies in mergers and acquisitions. Andrea also counsels small business owners and startup companies in corporate governance, contract negotiation, commercial transactions and debt financing.

Andrea was selected as an Associate to Watch in Chambers USA "America's Leading Lawyers for Business" (Alaska) in Corporate/M&A for 2020. She is a member of the UAA Legal Studies Advisory Committee and a member of the board of directors for Abused Women's Aid in Crisis, Inc. (AWAIC). Andrea received her J.D. from the University of Virginia School of Law and M.B.A. and B.A. from Delaware State University.

AGENDA

- A. The Importance of a Subcontract
- B. Best Practices
- C. Navigating the Scope of Work
- D. How to Manage Change Orders
- E. The Parameters Around Payment
- F. Unexpected Events
- G. Questions



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Part A – The Importance of a Subcontract

- ✓ Proof of Agreement
- ✓ Proof of Experience
- ✓ Forces Communication
- ✓ Identifies Risk

“Focus On The Benefits”





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Part B – Best Practices

“Get A System”

Ask



Most subcontracts incorporate the terms and conditions of the prime contract.

Review



Most issues involve provisions that were not read or understood.

Negotiate



Most subcontracts start with contractor-friendly provisions.

Mingle



Most subcontractors rarely communicate with the contractors that hired them.



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Part C – Navigating the Scope of Work

“Details Matter”

- ❑ What to Include:
 - Clarifications + Assumptions + Exclusions
- ❑ What to Exclude:
 - Catch-All Provisions
 - “all work that is **reasonably inferable**”



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Part D – How to Manage Change Orders

“Things Happen”

- ❑ What to Include:
 - Change Work ONLY IF Signed Change Order
 - Change Orders For Money and Time
- ❑ What to Exclude:
 - Strict Notice Requirements

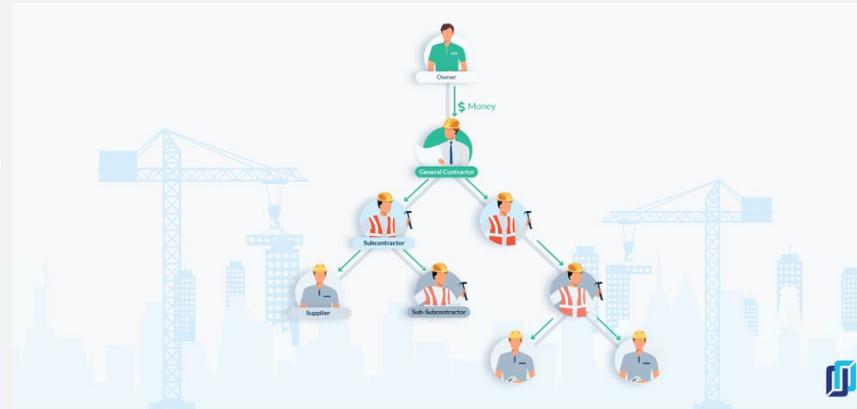


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Part E – The Parameters Around Payment

“It’s Not Automatic”

- ❑ What to Include:
 - Clearly State Requirements of Invoices
 - Clearly State When Payment is Required
- ❑ What to Exclude:
 - Pay-If-Paid Provisions
“contingent upon”



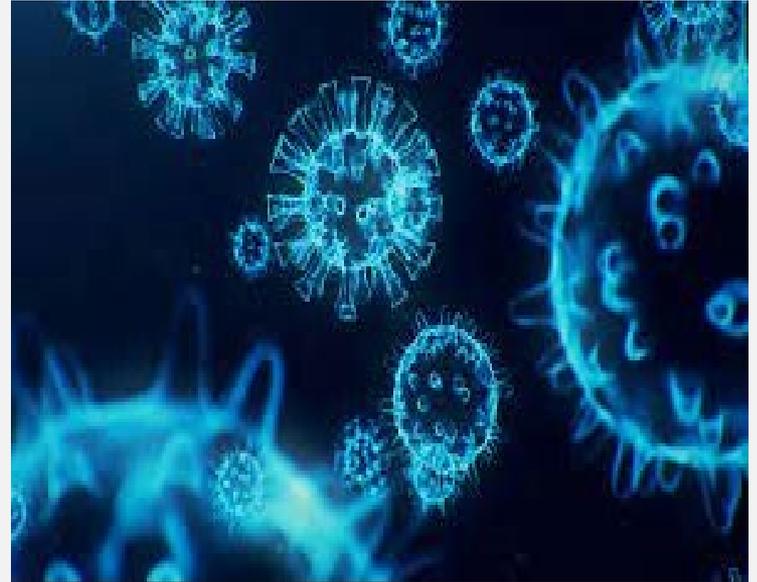


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Part F – Unexpected Events

“Safe Space”

- What to Include:
 - Specific List of Events
 - Catch-All Language
 - Price Adjustments
- What to Exclude:
 - Nothing





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Part G – Questions

Thank You



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