

CODE OF PRACTICE FOR SUB-ESTIMATING AND SUB-CONTRACTING.*

THE Master Builders' Association of the City of Boston, recognizing the importance of defining the rights and obligations of Principal and Sub-Contractors for Building Work, in their relations to each other in estimating, contracting for, and carrying on work, hereby approves and adopts the following Code of Practice as a declaration of what it will recognize as honorable methods in the conduct of business.

ARTICLE ONE.—Obligation of Principal Contractor to Sub-Contractor.—A principal contractor is under obligations to treat upon an equal basis all estimates which he "received," prior to putting in his own bid. Estimates must be considered as "received" when they come into a principal contractor's possession, either by his direct solicitation or by being accepted by him. The opening of a bid, knowing it to be such, constitutes receipt of the same.

A principal contractor is under no obligation to use a bid which he has not solicited, accepted, or received, but if he does not wish to use the estimate of a sub-bidder he should decline it, if proffered personally, or should return it unopened if sent to him by mail or otherwise. The retention of a bid should be constructed as a receipt of the same.

All bids should be considered "confidential," and a principal contractor revealing any bid received by him to any person whomsoever, without consent of the sub-bidder, will be liable to complaint and discipline under Article X of the By-laws of this Association.

A principal contractor, when making up his estimate, is not entitled to receive bids from sub-contractors if he is at the same time making himself their competitor by figuring their portion of the contemplated work. It is legitimate for a principal contractor to figure all proportions of work, depending upon no one for what are usually known as sub-estimates, but it is not legitimate for him to receive bids from others for sub-work if he is himself figuring those portions independently.

ARTICLE TWO.—Award of Sub-Contracts.—The principal contractor having been awarded a general contract, should immediately award the sub-contracts to the lowest bidder in each branch.

ARTICLE THREE.—Penalty for Not Awarding Contracts to Lowest Sub-Bidder.—A principal contractor, failing to award a sub-contract to the lowest sub-bidder to whom he is under obligation as previously provided, should be liable to pay damages to the said lowest bidder, in amount not less than ten per cent. of the amount of the estimate.

Payment of such damages will not relieve the principal contractor from liability to discipline under provisions of Article X of the By-laws of this Association.

ARTICLE FOUR.—Contracts with Sub-Contractors.—The principal contractor, immediately after executing a general contract with the owner, should, for his own protection as well as the protection of the sub-bidder, execute some satisfactory form of contract or agreement with each lowest sub-bidder.

ARTICLE FIVE.—Payments to Sub-Contractors.—Unless the contracts made with sub-contractors otherwise provide, payments during the progress of the work should be made by the principal contractor to the sub-contractors upon the same basis of payment, in relation to the amount of work performed, as is prescribed in the contract made by the principal contractor with the owner.

Final payment to a sub-contractor should be considered as due at the expiration of thirty days after the completion of his work and its approval by the architect or owner, unless otherwise provided by the sub-contract or agreement.

ARTICLE SIX.—Submission of Bids by Sub-Contractors.—Sub-contractors in submitting bids to principal contractors should enclose them in the envelopes prepared by this Association and kept on hand for the use of sub-bidders, or should endorse the envelopes in which they are enclosed in such manner that principal contractors may know whom the bids are from, what portion of the work they comprehend, and the particular building they apply to.

Sub-contractors who fail to so enclose and endorse their bids

cannot claim protection or redress under the first article of this Code.

ARTICLE SEVEN.—Obligation of Sub-Contractor to Principal Contractor.—Should a sub-contractor refuse to contract at the amount of the estimate he has given to a principal contractor who had used the said estimate in good faith, he then should be liable to the said principal contractor for damages in amount not less than the difference between the amount of the estimate which was submitted by him and the amount at which the principal contractor may be obliged to contract the work.

Payment of such damages will not relieve the sub-contractor from liability to discipline under provisions of Article X of the By-laws of this Association.

ARTICLE EIGHT.—Obligations of Sub-Contractors to Each Other.—Any sub-contractor suspected of unfair treatment of his fellow sub-contractors will be liable to complaint and discipline under Article X of the By-laws of this Association.

ARTICLE NINE.—Trading Sub-Bids.—Trading upon sub-bids will be considered sufficient cause for complaint and discipline as provided by Article X of the By-laws of this Association.

ARTICLE TEN.—Bids to Architects or Owners.—When bids for separate departments of work on a building are solicited by the architect or the owner, they should be submitted with the understanding that they are direct estimates, for which direct contracts are to be made by the owner with the lowest bidder, and no other disposition of such bids should be permitted without consent of the bidder submitting the same.

Sub-bids should be given only to the principal contractors who are estimating the work in question, and should not be left with architects or owners for the inspection and information of principal contractors. Sub-contractors must understand that bids thus left with architects or owners are in great danger of losing their confidential character, and that if they so leave them they cannot claim protection or redress under the first article of this Code.

SUGGESTIONS.—Members of this Association having sub-contracts to let or material to buy should, as far as may be consistent with business principles, deal only with members of the Association, or at all events give their fellow-members an opportunity to compete, and then give them the preference, other things being equal.

All bidders should take cognizance of the danger they may be subject to through the practice, so prevalent in some architects' offices, of making changes in plans or specifications, or in both, during the progress of estimating. Correction of this pernicious practice can only be obtained through refusal by contractors to estimate under such conditions.

[A true copy.]

Attest : WM. H. SAYWARD, Secretary, M. B. A.

GLASS COLORING IN GERMANY.

THE beautiful coloring of certain varieties of glass, now produced in Germany, and which is said to far excel some of the most noted French specimens, is an art practiced by the glass blower at the furnace, by means of an apparatus consisting of a sheet iron cylinder, twenty inches long and eight inches diameter, standing vertically, and having a similar cylinder riveted across the top. Kuhlow's German Trade Review says that in the lower cylinder is an opening into which an iron ladle can pass, and the horizontal cylinder is provided with doors at either end, the one nearest the operator being so arranged that the blowpipes can be supported, when the door is closed, in a horizontal split running to its middle, the object to be treated being held inside. While the glassblower is reheating his work for the last time in the furnace, an attendant takes the long-handled iron ladle, which has been heated red hot, shakes into it about a spoonful of a specially prepared chemical mixture, and places the bowl of the ladle quickly in the opening provided for it in the vertical cylinder. The mixture immediately gives off vapor, which rises to the horizontal cylinders, where, meanwhile, the blower has placed his work, supported by the blowpipe and heated to an even red, turning it rapidly in the vapor. In a short time the object is covered with a changeable lustre, is removed from the pipe and tempered like other ware in an ordinary oven, then cut, engraved, painted, or gilded as desired.

The corner stone of a new English church has been laid at Fergus, Ont.

* [In adopting the Code the Association acknowledges its obligation to the National Association of Builders for valuable suggestions in relation to this important matter.] Adopted August 2, 1894.