“BY OTHERS”
Avoid ambiguous phrases.

It is imperative that all responsibilities are clearly assigned to a legally defined entity.

- Use of the phrase “by others” in construction documents creates confusion as to which contractual party is responsible and should be discouraged.
- Replace “by others” with more accurate and definitive phrases, such as “by Owner,” “Not In Contract” (N.I.C.), or by a specified separate Contractor.
- Within a single prime contract there should be no attempt to establish a rigid definition of the scope of work to be assigned to a trade or a Subcontractor. The Prime Contractor is responsible for the work assigned within their contract.
- It is necessary to accurately define work not covered by the single prime contract and to be done under separate contracts or by Owner.
- Avoid ambiguous phrases such as “as required” or “as necessary” which may cause confusion.

REFERENCES:
AIA A201 General Conditions
ConsensusDOCS 200 Standard Agreement and General Conditions
Project Delivery Practice Guide, Construction Specifications Institute

Issued: 2001
Revised: 2009, 2014