

Customer Provision	N/A	✓	Topic/Solution	Comment
			Assignment <ul style="list-style-type: none"> ▪ Delete unilateral right of client to assign ▪ Prohibit assignment without written mutual consent 	
			Billing and payment <ul style="list-style-type: none"> ▪ Include specific payment terms ▪ Allow for interest and collection of costs ▪ Provide for suspension and termination 	
			Certification, guarantees and warranties <ul style="list-style-type: none"> ▪ Delete all certificates, warranties and guarantees ▪ Properly define as opinions 	
			Code compliance <ul style="list-style-type: none"> ▪ Delete warranties or certifications of compliance ▪ Remove all; insert applicable 	
			Construction phase services <ul style="list-style-type: none"> ▪ Include observation in scope ▪ Verify other construction phase services ▪ Define purpose: for general compliance only 	
			Delays <ul style="list-style-type: none"> ▪ Allow for delays due to <i>force majeure</i> ▪ Delete liquidated damages 	

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			Dispute resolution <ul style="list-style-type: none"> ▪ Make mediation primary ADR method ▪ Avoid mandatory arbitration 	
			Estimates of probable construction costs <ul style="list-style-type: none"> ▪ Define term in contract ▪ Identify responsibility for cost overruns and redesign 	
			Hazardous materials <ul style="list-style-type: none"> ▪ Refuse liability for unknown site/building conditions ▪ Secure indemnity from client 	
			Indemnities <ul style="list-style-type: none"> ▪ Avoid the word <i>defend</i> ▪ Limit liability to your negligence ▪ Exclude parties other than client 	
			Inspection <ul style="list-style-type: none"> ▪ Delete or define word inspection to be equivalent to observation 	
			Insurance requirement <ul style="list-style-type: none"> ▪ Ensure consistency with current coverage ▪ Remove special requirements that are unattainable ▪ Review with broker/risk manager and/or attorney 	
			Jobsite safety <ul style="list-style-type: none"> ▪ Delete responsibility for jobsite and worker safety ▪ Refuse responsibility for construction means and methods ▪ Define safety as contractor duty 	
			Lender's requirements <ul style="list-style-type: none"> ▪ Avoid broad mandatory cooperation clauses ▪ Require sufficient time to review lenders' forms ▪ Provide for your right to refuse 	

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			Limitation of liability <ul style="list-style-type: none"> ▪ Limit liability to a reasonable amount ▪ Negotiate limit with client ▪ Highlight clause in contract 	
			Liquidated damages <ul style="list-style-type: none"> ▪ Delete provision entirely (See also Timeliness of performance) 	
			Ownership of instruments of service <ul style="list-style-type: none"> ▪ Limit to final documents ▪ Retain ownership of documents, especially proprietary details ▪ Limit/prohibit reuse ▪ Secure indemnity if documents reused ▪ Condition any transfer of ownership upon full payment 	
			Permits and approvals <ul style="list-style-type: none"> ▪ Limit duty to <i>assist</i> in obtaining ▪ List specific permits/approvals 	
			Record documents <ul style="list-style-type: none"> ▪ Avoid term <i>as-built</i> ▪ Define sources of information for record documents 	
			Right to reject or stop work <ul style="list-style-type: none"> ▪ Make sole responsibility of owner ▪ <i>Advise</i> owner of need 	
			Scope of services <ul style="list-style-type: none"> ▪ Provide sufficient detail of responsibilities ▪ List responsibilities of other key parties ▪ Exclude services not intended 	
			Shop drawing review <ul style="list-style-type: none"> ▪ Define contractor's responsibility ▪ Identify your responsibility: <i>general conformance</i> 	

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			Standard of care <ul style="list-style-type: none"> ▪ Delete language that alters or elevates the standard ▪ Define properly ▪ Limit to <i>ordinary skill, care, judgement</i> ▪ Avoid superlatives (<i>highest, best</i>) 	
			Termination <ul style="list-style-type: none"> ▪ Allow both parties the right to terminate ▪ List expenses if terminated for convenience of client ▪ Provide for right to suspend, then terminate if client in default 	
			Third-party beneficiaries <ul style="list-style-type: none"> ▪ Reject third-party beneficiaries to contract ▪ Clarify that your services are for client's sole benefit ▪ Include similar provision in all project contracts 	
			Timeliness of performance <ul style="list-style-type: none"> ▪ Delete <i>time is of the essence</i> ▪ Include reasonable time to perform 	

Reviewed with legal counsel: _____

Reviewed with insurance broker: _____

This sample Contract Review Checklist is designed to assist you in reviewing and negotiating proposed contractual provisions. It is not to be regarded as opinion or advice for any specific contracts. If legal advice or expert assistance is required, the services of a competent professional should be sought. You should develop your own form based on your firm's procedures and experience in reviewing and approving contracts written by other parties. You may also wish to seek the advice of your professional liability insurance broker.