

Contract Review Checklist

Design Professional Consulting Services

Client: _____
 Project: _____
 Date: _____ Job #: _____
 Reviewer: _____

Type of Contract:

- | | |
|---|--|
| <input type="checkbox"/> Association (AIA, NJCDC) | <input type="checkbox"/> Letter of Agreement |
| <input type="checkbox"/> Firm Standard Contract | <input type="checkbox"/> Purchase Order |
| <input type="checkbox"/> Firm Proposal w/conditions | <input type="checkbox"/> ConsensusDocs |
| <input type="checkbox"/> Client Contract | <input type="checkbox"/> Other _____ |

Contract Terms	Article or Section #	Remarks
Assignment <ul style="list-style-type: none"> ▪ Should require mutual agreement ▪ Insert protective clauses 		
Betterment <ul style="list-style-type: none"> ▪ Concept discussed with Client? <input type="checkbox"/> yes <input type="checkbox"/> no 		
Certificate of Merit <ul style="list-style-type: none"> ▪ Clause Included? ▪ Texas TBPE, TBAE Rules 		
Certifications, Guarantees & Warranties <ul style="list-style-type: none"> ▪ Delete or Define ▪ Add wording concerning future documents 		
Changed Conditions <ul style="list-style-type: none"> ▪ Add if project involves unknown or hidden conditions or funding uncertainty or delays 		
Codes and Standards Compliance <ul style="list-style-type: none"> ▪ Avoid "all" and substitute "applicable" 		
Consequential Damages <ul style="list-style-type: none"> ▪ Waive consequential damages between client and firm – also contractor 		

Contract Terms	Article or Section #	Remarks
Construction Activities Disclaimer <ul style="list-style-type: none"> ▪ Disclaimer for means, methods, techniques, scheduling, etc. ▪ Disclaimer for safety 		
Construction Observation <ul style="list-style-type: none"> ▪ Avoid “inspect”, use “observe” ▪ Documentation procedures 		
Delays <ul style="list-style-type: none"> ▪ Disclaimer for events beyond your control ▪ Procedure for notifying client 		
Design Without Construction Observation <ul style="list-style-type: none"> ▪ Clearly stated in contract ▪ Disclaimer 		
Dispute Resolution <ul style="list-style-type: none"> ▪ Arbitration <input type="checkbox"/> ▪ Mediation <input type="checkbox"/> 		
Indemnification <ul style="list-style-type: none"> ▪ Delete “defend” ▪ Mutual Indemnification ▪ Stipulate “negligent” or “negligence” 		
Inspections <ul style="list-style-type: none"> ▪ Delete “inspection” or define ▪ “Observation” 		
Insurance <ul style="list-style-type: none"> ▪ Reasonable ▪ Future insurance requirements? ▪ Additional insured/waiver of sub? 		
Job Site Safety <ul style="list-style-type: none"> ▪ Disclaimer – should be Contractor responsibility ▪ Delete 		
Limitation of Liability <ul style="list-style-type: none"> ▪ Insert Clause ▪ Limit to fees, low as possible ▪ Worst case - “available E&O insurance limits” 		
Liquidated Damages <ul style="list-style-type: none"> ▪ Delete ▪ Try to make this sole remedy for delay claims as last resort 		

Contract Terms	Article or Section #	Remarks
Ownership of Instruments of Service <ul style="list-style-type: none"> ▪ Retain ownership ▪ Prohibit reuse ▪ Get Indemnification and defense 		
Permits and Approvals <ul style="list-style-type: none"> ▪ <u>Assist</u> client ▪ Insert clause for delays beyond your control 		
Prevailing Party/Attorney Fees <ul style="list-style-type: none"> ▪ Insert bilateral clause ▪ Mutual 		
Record Drawings <ul style="list-style-type: none"> ▪ Who is responsible? ▪ Warning disclaimer ▪ Warning stamp on drawings 		
Retainage <ul style="list-style-type: none"> ▪ Delete 		
Scope of Services <ul style="list-style-type: none"> ▪ Defined? ▪ Construction observation included? 		
Shop Drawing Reviews/Submittals <ul style="list-style-type: none"> ▪ Clear procedure 		
Standard of Care <ul style="list-style-type: none"> ▪ Avoid “highest”, “best” and other superlatives ▪ Define, rely on common law standard of care 		
Termination <ul style="list-style-type: none"> ▪ Should be mutual ▪ Terminate without cause 		
Timeliness of Performance <ul style="list-style-type: none"> ▪ Delete “time is of the essence” ▪ Perform to standard of care 		
Venue <ul style="list-style-type: none"> ▪ Should be specified ▪ Bexar County or San Antonio if possible 		

This information in this checklist is provided for the sole purpose of fostering discussion of loss prevention techniques. It does not under any circumstances provide, or intend to provide, specific legal guidance or opinion and such interpretation should not be inferred. Legal advice should be obtained from an attorney familiar with you, your firm and the laws in the jurisdiction involved.

Use caution when encountering the following words in agreements, reports and business communications. Substitute acceptable wording where possible. If your client refuses to consider alternate wording, offer your definition of the terms to be included in the contract.

Troublesome Wording:

Administer	Ensure	Minimize
Advise	Entirety	Must
All	Equal	None
Any	Establish	Optimize
Analyze	Estimate	Organize
Approve	Evaluate	Oversee
Ascertain	Every	Product
Assure	Examine	Scrutinize
Attest	Explore	Shall
Best	Final	Sufficient
Certify	Finest	Supervise
Complete	Full	Total
Confirm	Guarantee	Validate
Control	Guaranty	Verify
Construct	Highest	Warrant
Determine	Inspect	Warranty
Direct	Investigate	Whole
Discover	Manage	Will
Each	Maximize	