

Contract Review Checklist

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SUMMARY

Every sensible contract contains standard stipulations. The following offers a detailed, though not exhaustive, list of items to consider when reviewing client agreements.

GENERAL CONSIDERATIONS

- Assign responsibilities to only one party.
- The client's insurance requirements are available and have been met.
- Mechanisms exist to accommodate changes during the course of the project.
- Mutual understanding by all parties is confirmed in writing.

SCOPE OF SERVICES AND TIME

- Scope of services is clearly articulated.
- Expectations are reasonable and clearly articulated.
- The agreement clearly states time requirements for rendering services.

TERMS AND CONDITIONS

- Compensation terms have been clearly defined in the agreement.
- If applicable, the agreement articulates that the design professional's construction phase services do not include responsibility for construction means, methods, techniques, sequences, and procedures or for construction site safety.
- The agreement includes a provision for dispute resolution.
- If an indemnity clause is included, indemnity is limited to the damages caused by the design professional's negligence.
- If applicable, opinions of cost are limited to a representation of the design professional's

judgment and are not a guarantee of actual construction costs.

- The design professional retains the ownership and copyrights of the instruments of service but grants the client a limited license for a stated purpose.
- The standard of care does not exceed the common law standard.
- A provision is included to facilitate the termination of the agreement by either party.
- For electronic transfer of information, the agreement clearly articulates that a printed copy has control over any variances in information that has been transferred electronically.

MISCELLANEOUS CLAUSES

- Warranties and guarantees are not included in the professional services agreement.
- Code compliance is limited to those codes applicable to the professional services.
- The choice of law provision identifies the governing law for the agreement.
- The professional services agreement is coordinated with applicable construction contracts and general conditions.

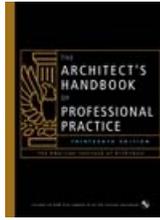
More Best Practices

The following AIA Best Practices provide additional information related to this topic:

- 12.01.07 Controlling Exposure to Risk
- 11.01.04 Forms of Agreement: Which Should You Use?
- 11.01.07 Legal Elements of Contracts

For More Information on This Topic

See also “Agreements with Clients”, by Edward T.M. Tsoi, FAIA, in *The Architect’s Handbook of Professional Practice*, 13th edition, Chapter 11, page 275 and *Managing Risk Through Contract Language* by Schinnerer & Company Inc.



See also the 14th edition of the *Handbook*, which can be ordered from the AIA Bookstore by calling 800-242-3837 (option 4) or by email at bookstore@aia.org.



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Keywords

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