

FRIENDS MEETING HOUSE FUND

Contracts Checklist

Construction projects invariably involve a myriad of details each requiring a judgment at some point. Even when parties work together on a very friendly and cooperative basis, instances arise when their interests seem to diverge. Clear, comprehensive contracts benefit everyone to the extent they both forestall disagreement and can provide the basis for resolving it when it does occur.

All contracts to which the Meeting is a party should be fully detailed and completely cover all aspects of their part of the project. (Sub-contracts are the primary contractor's responsibility.)

Below are listed some factors to be borne in mind when considering proposed contracts.

1. Contracts with an architect should include attention to:

- a. an outline of procedure and end products of design stage, including policy on revisions;
- b. an outline of design procedure and the end products of construction drawings and specifications;
- c. anticipated frequency and conditions governing conferences with client;
- d. policies related to securing client approval during design development;
- e. policy in respect to employment of consultants;
- f. policy in respect to miscellaneous expenses (travel to site, printing, etc.);
- g. a guaranteed fee for the primary job, including for redesign and rebidding if necessary to adhere to budget;
- h. a full breakdown of all fee elements including:
 - i. design stage including preliminary discussions of Project Program;
 - ii. construction drawings stage;
 - iii. construction oversight stage;
 - iv. included miscellaneous services;
- i. architect's responsibility for overseeing contractor's work;
- j. architect's responsibility for securing appropriate permits and building approvals;
- k. architect's participation in presentations of plans to Meeting's members;
- l. a schedule for completion of each stage of process;
- m. a schedule and conditions of payment of fees for each stage;
- n. name of architect's representative actively responsible for the job.
- o. architect's professional liability insurance, if any.

2. Contracts with a builder or installer should include attention to:

- a. a guaranteed construction cost for the primary job and for each optional item, if any;
- b. a full breakdown of all cost elements including:
 - i. labor;
 - ii. materials;
 - iii. sub-contracts;
 - iv. equipment;
 - vi. overhead and profit.
- c. cleanup and turnover condition of property;
- d. contractor's insurance;
- e. change order policy;
- f. schedule of payments (no payments in advance of work done);
- g. schedule of job, with completion date and, if desirable, financial incentives to meet it;
- h. guarantees and warranties.