

Contract Provisions That Might Make You Want To Ditch A Project

Once the scope of work and contract value meet your needs, are there other contract provisions that could be so one-sided as to make you want to avoid the contract? Quite simply, yes. Buried in the contract are some other key provisions that can quickly turn a job so unfairly one-sided that it might be better to look for another project or contractor:

1. Indemnity and limitations of liability that make you the insurer for everyone on the job;
2. Consequential damage requirements and waivers;
3. Payment terms with unreasonable withholding provisions or "pay-when-paid" limitations;
4. Guarantees of constructability of the drawings;
5. Green or LEED performance guarantees for designs or work that is not in your scope;
6. Pre-existing and site conditions clauses that shift all liability to one party; and
7. No damages for *any* delay clauses.

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