

Construction Law in North Carolina

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Scope of your Design Services: Make Yours Detailed to Save Cavities Later! (Law note)

October 20, 2011 by Melissa Brumback

I've written in the past about the benefits of having not only an explicit Scope of Work, but also [a set of Exclusions from the Scope of Work](#), in your proposals and contract documents. Recently, this issue has come up again for me in the course of advising clients who are now facing litigation over whether or not a particular service was to have been part of their lump sum design fee.



Do you know what is in your Scope of Services?

The Scope of Services (and related Excluded services) should be as detailed as possible. Consider all of the typical issues that can derail a project, and address them upfront, such as:

- Additional Services: are they needed? How are they compensated?
- The Proposal v. the Contract Description—which prevails?
- Value engineering issues — does the designer share the credit?
- Extended construction: Is A/E [paid for extended delays](#) leading to additional on-site administration?
- Contingencies & Assumptions included in the design?

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- Number of bidding rounds included in the A/E's fee before additional compensation is due?
- Delivery of Owner equipment (Fixtures, Furnishings & Equipment) and delays associated with same?
- [Safe harbor provisions](#) for expected errors & omissions?

This is just a short list of items to consider when drafting your Scope of Services. Remember, an ounce of prevention is worth a pound of cure, so make sure your proposals and contracts have thought through the entire scope of possible services prior to starting work.

Thoughts? What issues have you run into on construction projects that could have been prevented with a good Scope of Services provision? Share below.

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