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## CHANGES

### Changes are the rule, not the exception

Everyone expects changes on a construction project, but somehow they still manage to become a common source of claims. Some contractors will bid low, eliminating profit, in hopes they can make it up through change orders.

The client and contractor sign the construction contract; the design professional does not. That means the design professional has no power to make changes to the construction contract. In principle, the parties to the agreement, the client and contractor, must approve all changes. Some standard contracts, however, grant the design professional the power to interpret the contract documents and make minor changes that do not affect costs or timing.

Under normal circumstances, all three parties—the contractor, client and design professional—must sign a change order. The design professional signs for a couple of reasons: the client should have the design professional's advice before doing anything that affects the work; and, the changes may involve public safety or health and require the design professional's stamp.

The design professional must be careful not to make changes that will change the cost or delivery date of the project without the client's knowledge and permission. Design professionals can certify the percentage of work completed and the amount of money paid and retained. They cannot certify that there is enough money to finish the job.

### Changes call for same level of professionalism as original plans

Changes typically take place in a more highly charged atmosphere than that of the design phase. The work is probably already going ahead on the construction site and the client is spending a lot more money. There can be a lot of pressure on the design professional to move things along faster. Every member of the design professional's team should always be aware that the professional liability issues remain the same, no matter how or when the instruments of service were prepared. It is especially important to consider all the ramifications of a change as they may affect other parts of the project.

### Educate the client

The client should be aware that changes are inevitable and some extra costs are usually involved. It is important that changes be proposed to the client in sufficient detail for an informed decision. That can mean more design time, and the client should be prepared to pay for that time.

### Formal system

Because changes take place in an environment of greater haste and urgency, there is all the more reason to track them in an organized way, with sufficient documentation to show that the design professional met the reasonable standard of care.