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CONSTRUCTION PHASE SERVICES

Design professionals should make every effort to include construction phase services in a contract. Clients should be made aware that there is no possible way that a design professional can anticipate everything that will occur on a construction site and create 'complete and accurate' documentation. When the design professional is excluded from providing on-site services, the risks to the project and the design professional's liability are both greatly increased by the strong possibility that someone else's on-site mistake or decision will wind up costing money. Further, the design professional loses the opportunity to discover design errors and rectify them at a significantly lower cost.

The client should be aware that when the design professional cannot provide field services, the documentation will necessarily be much more extensive and costly. The client should also accept responsibility for interpretation of documents and changes made on the site, through both a waiver of claims and an indemnification provision to pay the design professional for any costs caused by the field services decision.

The agreement should also release the design professional from claims if a client terminates service before or during the construction phase.