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INFORMATION YOUR CLIENT SHOULD RECEIVE AND UNDERSTAND

- ✓ Changes to the program and project design could mean the design professional will need extra time and increased fees.
- ✓ The professional standard of care is the measure of the design professional's performance, not some ideal of perfection.
- ✓ The only risks for which design professionals can fairly be expected to assume responsibility are those reasonably under their control. For example, do you control the construction site? If not, why should you be held responsible for site safety?
- ✓ Design professionals' ability to keep to a schedule is not always under their control and the contract should acknowledge that.
- ✓ Construction documents rarely reflect every element of the design, and a reasonable number of questions from the contractor should be expected.
- ✓ Clients should be prepared for change orders that will be inevitable with even the most refined design. This should be discussed at the outset of the project.
- ✓ Design professionals have no control over or special knowledge of the costs of materials, labor, fuel and equipment, among other things, and therefore can only be expected to produce approximate estimates of cost, not fixed and unchanging numbers.
- ✓ During construction, the design professional's role is to determine whether the work, when completed, will generally conform to the requirements of the contract documents. Once the construction team is in place, it can accomplish the work in the most efficient way it determines within the obligations of the contract documents. The contractor determines the 'means, methods, techniques, sequences and procedures' of construction so that the final project is in substantial compliance with the contract documents. Design professionals who attempt to interfere with how the contractor fulfills its contractual obligations may encourage the contractor to assert claims for delays, extensions of time or additional costs.
- ✓ The design professional cannot be expected to 'guarantee' or 'ensure' the contractor's performance. In fact, such guarantees can void professional liability coverage.