

...REOF, the undersigned has signed this Contract on 10/22/14

James Smith



Sign your next contract with confidence.

Don't speak legalese? *Don't worry.*

WE'VE WORKED WITH PROFESSIONALS TO MAKE SURE THE CONTRACT GUIDE WORKS FOR YOU.

The Design Professional group of XL Insurance has gathered the best and the brightest from every corner of the design, legal and insurance professions to develop the *Contract Guide*. We've interviewed experts on topics from accessibility to mediation to value engineering, researched current literature and studied survey results, all in an effort to bring you a relevant, authoritative and, most of all, helpful resource you can use to guide your business practices.

MORE THAN 35 YEARS OF FRONT-LINE CLAIMS EXPERIENCE IN AN EASY-TO-READ ONLINE FORMAT.

PROVIDED EXCLUSIVELY TO DESIGN PROFESSIONAL'S CUSTOMERS, THE *CONTRACT GUIDE* IS THE CENTERPIECE OF OUR LOSS PREVENTION AND RISK MANAGEMENT PROGRAM.

The information and advice contained in the *Contract Guide* is based on more than three decades of our experience in preventing, litigating, mediating and settling claims. Whether you want to know the most effective limitation of liability language or how to avoid claims related to the use of electronic documents, the *Contract Guide* has the answers you need, presented in an easily digestible style. Each section defines a topic, spells out the issues involved and offers realistic advice for preventing claims.

BEHIND EVERY CONTRACT IS A WORKING DESIGN FIRM.

The way your firm manages key aspects of running a design business, such as project selection, client communication, billing and payment policies, contract negotiation and identifying and allocating risk can all play a role in determining the success—and profitability—of your projects. The *Contract Guide* takes you beyond the contract to examine day-to-day business strategies that help build strong, stable firms.

— Continued

CHOOSE FROM 100+ TOPICS:

- Accessibility
- Assignment
- Attorneys' Fees
- Authorized Representatives
- Betterment
- Billing and Payment
- Building Commissioning
- Certificate of Merit
- Certifications, Guarantees and Warranties
- Changed Conditions
- Claims Arbitrator Service
- Code Compliance
- Condominiums
- Confidential Communications
- Confidentiality
- Consequential Damages
- Construction Management
- Construction Observation
- Contingency Fund
- Contractual Reference to the Consultant
- Copyrights
- Corporate Protection
- Defects in Service
- Definitions
- Delays
- Design Without Construction Phase Services
- Design-Build
- Dispute Resolution
 - Mediation
 - Arbitration
 - Project Partnering
 - Jobsite Dispute Resolution
 - Other Dispute Resolution Methods
- Electronic Information
 - Electronic Files
 - Building Information Modeling
 - Project Websites
- Emergency Services
- Entire Agreement
- Estimates of Probable Construction Costs
- Excluded Services
- Extension of Protection
- Fast Track Projects
- Governing Law and Jurisdiction
- Hazardous Materials
- Incorporation by Reference
- Indemnities

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35+ Years Claims Expertise Serving Architects and Engineers

Contract Guide Topics, Continued

- Information Provided by Others
- Innovative Design and Technologies
- Inspection
- Insurance
- International Projects
- Interpretation
- Jobsite Safety
- Lenders' Requirements
- Limitation of Liability
- Liquidated Damages
- Mold
- Multiple-Prime Design Contracts
- Non-Negligent Services
- Notices
- Offshore Outsourcing
- Owner Representative
- Ownership of Instruments of Service
- Pay-When-Paid
- Performance Bonds
- Permits and Approvals
- Pro Bono Services
- Prototype Designs
- Public Responsibility
- Quality Control Standards
- Record Documents
- Renovation and Remodeling
- Replacing Another Consultant
- Requests for Information
- Retainage
- Retainers
- Retaining Subconsultants
- Right of Entry
- Scope of Services
- Severability and Survival
- Shop Drawing Review
- Specification of Materials
- Standard of Care
- Statutes of Repose and Limitation
- Stop Work Authority
- Subconsultants
- Substitutions
- Suspension of Services
- Sustainability and Green Design
- Termination
- Testing Laboratories
- Third-Party Beneficiaries
- Timeliness of Performance
- Titles
- Unauthorized Changes to Plans
- Underground Improvements
- Value Engineering

HERE'S A SAMPLE:

Topic: Requests For Information

Sometimes design professionals find themselves working with contractors who intentionally generate unnecessary requests for information (RFIs) in order to pave the way for claims for extras and delays. To protect yourself against these attempts to bury you in paper, you can add a provision that penalizes the contractor for submitting RFIs without first having thoroughly reviewed the construction documents and field conditions.

Sample Contract Clause:

...However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Be confident.

VISIT WWW.XLDP.COM TO LOCATE AN AGENT

OR PHONE 800-227-8533, EXT. 2102508.

The information contained herein is intended for informational purposes only and does not constitute legal advice. For legal advice, seek the services of a competent attorney. Any descriptions of insurance provisions are general overviews only.

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