



BETTER THAN A HANDSHAKE

NEXT LEVEL CONSTRUCTION CONTRACTS

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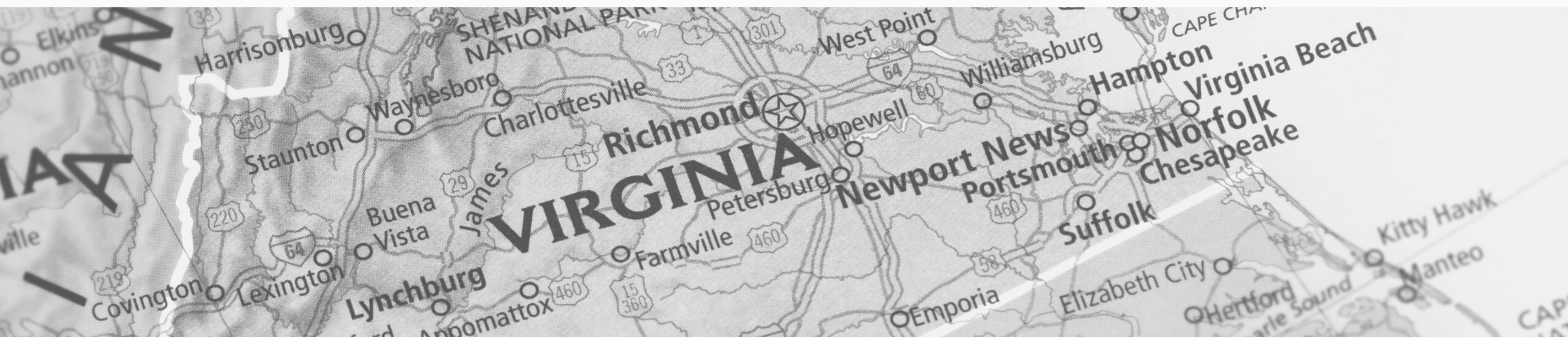
TEXT QUESTIONS TO 727-743-1037

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THE BARE MINIMUM FOR CONSTRUCTION CONTRACTS

THE BARE MINIMUM FOR A CONSTRUCTION CONTRACT

- Price
 - Scope of Work
 - Compliance
-



COMPLIANCE IN VIRGINIA

- a. When work is to begin and the estimated completion date;
- b. A statement of the total cost of the contract and the amounts and schedule for progress payments including a specific statement on the amount of the down payment;
- c. A listing of specified materials and work to be performed, which is specifically requested by the consumer;
- d. A "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating timeframes for payment or performance;



COMPLIANCE IN VIRGINIA

- e. A statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning;
- f. Disclosure of the cancellation rights of the parties;
- g. For contracts resulting from a door-to-door solicitation, a signed acknowledgment by the consumer that he has been provided with and read the Department of Professional and Occupational Regulation statement of protection available to him through the Board for Contractors;
- h. Contractor's name, address, license number, class of license, and classifications or specialty services;



COMPLIANCE IN VIRGINIA

- i. A statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties; and
- j. Effective with all new contracts entered into after July 1, 2015, a statement notifying consumers of the existence of the Virginia Contractor Transaction Recovery Fund that includes information on how to contact the board for claim information.
- Also, pay close attention to the Virginia Consumer Protection Act

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TWO MOST IMPORTANT QUALITIES YOUR CONTRACT SHOULD HAVE



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1

IT MUST MATCH YOUR
NATURAL WAY OF DOING
BUSINESS

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2

IT MUST BE
MARKETABLE



CONTRACTING BY TEXT MESSAGE

Allow it . . . or don't

Spell it out in your contract

Use specific language



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USING ELECTRONIC CONTRACTS

Make them enforceable

Fully incorporate other documents

Be consistent across all documents



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NO BAD REVIEWS

Include non-disparagement upfront

Make threats material breaches

Remember, it's a two way street



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AGREE THERE WILL BE NO PROBLEMS

Remove the ability to withhold
payment

Free work can be charged for

Termination for nuisance

Set yourself up for easier fights



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TOPICS CONTRACTS SHOULD COVER

Access to Property	Delays	Plans/Drawings
Assignment of Contract	Differing/Hidden Conditions	Price (Cost Plus)
Assumption of the Risk	Dispute Resolution	Relationship of Parties
Attorneys' Fees	Duty to Cooperate	Responsibility for Means and Methods
Changes to the Work	Effective Date	Returned Payments
Choice of Laws	Exclusions	Reuse of Materials
Client Default	Exhibits	Right of Rescission
Client Representations	Extended Weather Provisions	Rules of Construction of Contract
Client Representative	Insurance	Scope of Work
Client Selections	Licenses	Severability
Client Supplied Labor and Materials	Limitation of Liability	Site Protection
Compete Agreement	Marketing	Site Utilities
Completion of Construction	Material Substitutions	Standard of Construction
Contingencies	Materials Protection	Substantial Completion
Contract Documents	Non-Disparagement	Surveys
Contractor Default	Non-Interference	Termination
Contractor Representations	Non-Solicitation	Third Parties
Cutting and Patching	Parties	Time of Essence
Damage to Work	Payments	Warranties
	Permits	



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