

Owner Contract Evaluation

Contract A or B:	
Owner:	
ASC School Name:	
Prepared Date:	

No.	Risk Description	Yes	No	Other	Contract Reference	Comments
A DPR Responsibilities						
1	If the project is NOT Design-Build, is DPR responsible for the impacts of errors and omissions in the CDs that are not apparent and discoverable by DPR?					
2	If the Project is not Design Build, is DPR's role in reviewing Construction Documents limited to that of Contractor & not as design professional?					
3	Does Owner have unreasonable restrictions on subcontracting or unreasonable pass-through requirements for subcontracts?					
B Owner Responsibilities						
1	Does the Owner disclaim responsibility for, and prevent DPR from relying on the accuracy of, the Soils Report, other Reports, or information they furnish?					
2	If the project is not Design-Build, does Owner disclaim responsibility for accuracy of the Drawings & Specifications?					
3	Is there a clause requiring the Owner to provide proof of project financing upon our request?					
4	Does the contract give Owner ownership rights to proprietary DPR or subcontractor intellectual property or technology?					
C Scope						
1	If the project is not design build, are conflicts in quantity or quality resolved by requiring the higher quantity or better quality without an equitable adjustment in Contract Sum or Time?					
2	Is an Order of precedence of the Contract Documents stipulated?					
D Time						
1	Does definition of Substantial Completion require a final certificate of occupancy or other unrealistic requirements?					

No.	Risk Description	Yes	No	Other	Contract Reference	Comments
2	Is there a " grace period " before DPR is entitled to additional time/costs for excusable delay? (<i>Example: Contractor is entitled to no time/costs for delays unless the delay exceeds ten workdays.</i>)					
3	Are all of the following delays considered Excusable Delays (eligible for time extensions): (i) labor disputes not resolvable by dual gate; (ii) unusual or severe weather; (iii) force majeure events; (iv) acts of governmental authorities for which DPR or subs are not responsible?					
4	Are all of the following delays considered Compensable Delays (eligible for time extensions and additional costs): (i) acts of the Owner or its separate contractors/AE's; (ii) Scope Changes; or (iii) hidden, concealed or differing conditions? (There should be no indication that time is the sole remedy for these types of delays.)					
5	Is DPR obligated to meet all activity dates in our schedule , instead of just the Contract Substantial Completion and/or Milestone dates?					
E Budget/GMP/Contract Sum						
1	Does the contract allow labor costs to be included in Allowance amounts? (<i>Note: Our Allowance estimates need to be consistent with the contract's requirements for Allowance cost composition.</i>)					
2	Is there a fair definition for allowable uses of contingency for DPR?					
3	Can DPR use project contingency without Owner's prior consent ?					
F Cost Reimbursement & Billings						
1	Are Lump Sum costs auditable ?					
2	Is DPR's obligation to remove liens relieved if Owner is in default of payments obligations to DPR?					
3	Are any of the following required prior to Owner's Final Payment : (1) expiration of lien rights at all tiers; (2) unconditional lien & claim waivers/releases; or (3) payment of all costs, including to subcontractors?					
4	Are Unconditional Waivers required only on previously paid amounts?					
5	Is payment due within 30 days or sooner of Owner's receipt of DPR's Pay Application?					
6	Is the Owner allowed to hold retainage until Final Completion (rather than Substantial Completion)?					
7	Does Interest accrue on late Owner payments?					

No.	Risk Description	Yes	No	Other	Contract Reference	Comments
8	Does DPR have the right to stop work if Owner fails to pay per the Contract?					
9	For cost-reimbursable contracts (including GMP): is the definition of reimbursable costs (Cost of the Work) reasonable and complete?					
10	Does Owner have unreasonable rights to withhold payment from DPR?					
G Indemnification/Insurance						
1	Is DPR's Indemnification (General Indemnity) of Owner limited to third-party claims for bodily injury and property damage (other than to Work itself)?					
2	Is DPR's Indemnification (General Indemnity) of Owner limited "to the extent of DPR's negligence"?					
3	Does the Owner indemnify DPR for existing Hazardous Materials ?					
4	Is DPR responsible for risk of loss to the Work other than due to the negligence of DPR or our subs?					
5	Is DPR's deductible liability for builder's risk insurance greater than \$50K? If yes, what is the amount?					
6	If Owner is providing the builder's risk insurance, are DPR AND the Subcontractors required by contract to be named as Additional Named Insureds ?					
H Changes						
1	Do Change Orders take precedence over the Agreement?					
2	Does Contract allow a change in Contract Price/GMP and Contract Time for undisclosed or concealed subsurface or physical conditions ?					
3	Is a reasonable Change Order Fee percentage stipulated?					
4	Is our Fee reduced for deductive change orders?					
I Damages/Disputes						
1	Are Liquidated Damages the sole remedy stipulated for late performance by DPR?					
2	Does DPR have a right to cure problems with sufficient time before Owner exercises remedies for default?					
3	Are Attorneys fees payable to the Prevailing Party in a dispute under the Contract?					
K Other						

No.	Risk Description	Yes	No	Other	Contract Reference	Comments
1	Does DPR's warranty exclude damage by others, failure to properly maintain, and wear and tear under normal or excessive usage?					
2	Is the stipulated governing law the law where the project is located? <i>(for example, if the project is in Texas, is the governing law Texas law?)</i>					
3	Is Self Perform Work allowed without competition?					