

IOA PRACTICE MANAGEMENT SERIES

INSURANCE RISK REVIEW CAPABILITIES

(Client, Trade Assoc., Project Owner, & Landlord Contracts)

Insurance

1. Addressing Problematic Client Insurance Requirements:
 - a. Commercial Automobile
 - b. Commercial General/Umbrella Liability
 - c. Owners & Contractors/Railroad Protective
 - d. Pollution Liability
 - e. Professional Liability:
 - i. Practice Professional Liability
 - ii. Project Owners Professional Liability
 - iii. Project Professional Liability
 - iv. Contractors Professional
 - v. Miscellaneous Professional
 - f. Property Insurance/Builders Risk
 - g. Surety/Bid/Performance Bonds
 - h. Workers' Compensation/Employers' Liability
2. Sample Fair:
 - a. Design Professional Insurance Requirements
 - b. Sub-consultant Insurance Requirements
 - c. Construction Contractor Insurance Requirements
 - d. Landlord Insurance Requirements

Contract Provisions

1. Applicable Law
2. Accessibility
3. Assignment
4. As Built (Record) Drawings
5. Betterment
6. CA Civil Code (Several Provisions)
7. Certification
8. Change Orders
9. Changed Conditions
10. Civil Code (Various, As Necessary)
11. Client Contractor Selection
12. Condo Centric Issues
13. Conduit for Project Owner Consultant Services
14. Confidentiality
15. Conflict of Interest
16. Consequential Damages
17. Construction Administration
18. Construction Manager Centric Issues

IOA Insurance Risk Review Capabilities, Continued

19. Construction Observation
20. Contingency Fund
21. Copyright
22. Coordination with Prime
23. Coordination with Other Sub-consultants
24. Cost Opinion/Estimates
25. Defects in Service
26. Delay
27. Diminution in Value
28. Disposal of Waste
29. Dispute Resolution (Arbitration/Mediation/Litigation)
30. Document Retention
31. Electronic/CADD Media
32. Environmental Hazards
33. Environmental Consultant Centric Issues
34. Existing/Hidden Conditions
35. Express Warranty/Guaranty
36. Fast Track
37. Fee Disputes
38. Fiduciary Liability
39. Force Majeure
40. Governing Law
41. Incidental Damages
42. Indemnity Agreement
43. Independent Contractor
44. Including But Not Limited Language
45. Information Provided by Others
46. Information Security
47. Intellectual Property
48. Inspection
49. Integration
50. Interior Designer Centric Issues
51. Interpretation
52. Jobsite Safety
53. Jury Trial Waiver
54. Landscape Design Centric Issues
55. Land Surveying Centric Issues
56. LEED/Sustainable Design
57. License & Qualifications
58. Lien
59. Liquidated Damages
60. Merger/Acquisition
61. Non-license Design Professionals
62. Ownership of Instruments of Service
63. Peer Review/Plan Review
64. Prototype Design
65. Prevailing Party
66. Prime Incorporated in Sub Agreement

IOA Insurance Risk Review Capabilities, Continued

67. Proprietary Rights/Inventions
68. Record (As Built) Drawings
69. Renovation/Remodeling
70. Replacing Design Professional
71. Responsible for All Losses/Damages
72. Retaining Client Sub-consultant
73. Right of Entry
74. Right to Repair Act
75. Sample Storage
76. Scope of Services
77. Severability
78. Shop Drawings/Submittal Review
79. Statute of Limitations/Repose
80. Stop Work Authority
81. Storm Water
82. Standard of Care
83. Standard of Code
84. Strict Liability
85. Sub-consultant Liability (Design Professional & Design Professional's Sub-consultants)
86. Subsurface Risks
87. Substitutions
88. Survival
89. Termination/Suspension
90. Third Parties
91. Time is of the Essence
92. Unauthorized Changes to Plans
93. Use of Subconsultants
94. Value Analysis/Engineering
95. Waiver of Personal Liability
96. Warranty Guarantee
97. Water Intrusion
98. Waterproofing Design
99. Withholding Payment

Sample Special Purpose Contracts & Letters

1. Letter Agreement - Standard Terms & Conditions Provisions
2. Hiring Sub-consultant Agreement
3. Waiver & Release of Liability
 - a. Instruments of Service Transfer-Release
 - b. CAD Transfer
 - c. Indemnity Release