Checklist for Contracts for Goods and Services - Before you sign an agreement

1. Establish clearly the total cost.  
   How is the strata paying for this cost?  
   a) Contingency expense?  
   b) Special levy?  
   c) Loan?  
   d) Combination?  

2. Is it by contingency or fixed price?  

3. Are there conditions in the contract that can escalate costs?  

4. Who has to approve any changes to the agreements/costs?  

5. Does this contract require the approval of the owners by 3/4 vote?  

6. Has your lawyer reviewed the contract?  

7. Is the cost for legal services included in your budget?  

8. Have you defined clearly the list of services & goods being provided?  

9. Are there fixed commencement and completion dates?  

10. Are there any costs or penalties for changes in the dates?  

11. What insurance coverage is being provided?  

12. Is it exclusively for your strata or general coverage?  

13. Is the coverage sufficient for your job?  

14. Is the insurance current and valid?  

15. Is additional insurance required?  

16. If yes, who will have to pay for it?  

17. Are there conditions in the insurance that exclude the strata?  

18. Is a warranty for the contract provided?  

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19. Is the warranty being provided by the contractor or a 3rd party?  
20. Is there sufficient security for the warranty?  
21. Does the warranty require maintenance and repair schedules?  
22. Who is providing the warranty M&R service manual?  
23. Is bonding required for the project?  
24. Are building permits required for the contract?  
25. Who will obtain the permits?  
26. Who will pay for the permits & are they part of the contract?  
27. When will copies of the permits be provided and where are they posted?  
28. Is the contractor delegated the right authority to obtain the permits?  
29. Have you considered operational costs?  
30. Demolition and disposal: Who pays the costs?  
31. Security Fencing and Hoarding Who pays the costs?  
32. Sanitary & Site Safety Who pays the costs?  
33. Worksafe Coverage Who pays the costs?  
34. Supervision & Project Management Who pays the costs?  
35. Restoration to adjacent affected areas Who pays the costs?  
36. Is Termination of the Contract and Dispute Resolution in the contract?  
37. Do you understand the terms and conditions of termination?  
38. Are there costs and penalties associated with termination?  
39. Are the terms of dispute resolution clear?  
40. Is a specific procedure recommended for dispute resolution?  
41. When do you know the contract is complete?  
42. How are deficiencies or defects addressed?  
43. Are letters of assurance required for any sub contractors?  
44. How are the hold back and draw amounts being handled?