

[A Stitch in Time Works in Construction Too!](#)



As I was reading the [great guest post from Nick Pacella](#) last week, the post got me thinking. While Nick's post focuses on the limiting of architectural services during the course of a project and the possible liabilities created by such limitations, the same sort of analysis applies with attorneys as well.

Let me explain. While an [experienced construction attorney](#) may not draw the plans and specs for the project like an architect does or physically construct the building; a construction attorney should be a key component of a contractor or subcontractor's construction team. For the same reason that good plans and a great physical foundation for a building can lead to a great result, a [good solid contract](#) and a fair negotiation resulting in firm and [well outlined expectations](#) and duties for the parties will lead to a more trouble free construction process. With such a contract, the parties know what they should be doing and the consequences of failure to perform. As in other aspects of life, knowing what is ahead allows construction professionals to deal with all of the inevitable problems that [will arise on the job](#). For this reason, spending some of that hard earned money on legal advice up front will cause less of a headache, both financially and stress wise as the project progresses.

Conversely, failure to set forth expectations in a state where [the contract is king](#) can lead to disaster. Without a well drafted written contract the parties are at the mercy of the courts and the arguments of attorneys. Without certain provisions in a contract, or without the proper understanding of the contract, a contractor or subcontractor can be stuck having performed work for which it will not be paid.

All of this is, frankly, good for the bottom line of a construction litigator, but not for the construction professional because "a stitch in time" is a cliché for a reason. In short, it's always better to draft or review a contract properly on the front end than to fix the issues or deal with the problems on the back end.

Remember, your contract is like a building: it will always cost more to fix than to get it right the first time.

Please check out my [Construction Law Musings Blog](#) for more on Virginia construction law and other topics.