

The best-of-the-best of Maegan Spivey's contract advice



Maegan Spivey has reviewed hundreds of contracts as a General Contractor, Subcontractor, and Consultant. Every week, she shares her best advice on LinkedIn.

Check out our favorites from her posts and [follow her for more tips](#).

How to break down a complex contract section



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If you aren't reading your contracts because of

Lack of Time:

Outsource to a contracts manager, your insurance broker, delegate and train, or use [Document Crunch](#)

Lack of Skills:

Use google to find legal blogs that explain the confusing bits, train with your outside construction lawyer, follow [Laura Frederick](#) and get the second edition of her book

Don't think you need it (we have great relationships):

No, that's incorrect. Time to use the resources above.

Not wanting to push back anyway:

Use this as a conscious risk choice - you know your risks but choose to move forward anyway. Not because you just don't want to read it. Be thoughtful and strategic and use the resources above so you can thoughtfully choose. (Don't give up cause you're tired!)

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If you aren't reading your contracts...

6 secrets to your subcontract



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The three things I do when I get bogged down with a complex section

1. Paste it into GPT (with the details generalized - like specific party names, or confidential info removed) and ask it to restate again in a simpler way.

[Shawna Armstrong](#) recommended this one on a previous post, and it definitely helps get you to a baseline of understanding faster. It's my new first line defense to figuring out pesky super-complex sections.

2. Using a separate word doc to take details like qualifiers out of a section to look at the overarching goal.

Sometimes it's easy to get lost in the weeds. Breaking the language up helps since I am a visual learner.

3. Using explanatory comments a la Contract Redlining Etiquette.

When I have to answer "because," I have to wrestle to get my thoughts down. I have to get what the section is saying and how it impacts me in order to explain why I am making the change I am. And sometimes it means realizing the change isn't doing what I want or making the impact overall that I'd hoped.

So even if you aren't redlining for changes with a counterparty, try going through the exercise and see how much more you understand of the sections you might have skimmed before.

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6 Secrets to Your Subcontract

1. If your contract has flow down clauses and you haven't read the prime contract - you haven't read your whole contract.

2. If there isn't an exclusion for consequential damages, the sky's the limit.

3. Tight scopes are a perfect pairing to a good contract.

4. Don't assume your proposal language made it in to your contract.

5. Just because it's sent over docusign doesn't mean you can't change it.

6. If the insurance section is more than basic limits, send it to your insurance broker to review coverage.

Bonus: your insurance broker may also review contracts for you - have you checked?

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