MillworkShield Before-Signing Checklist

A practical business-review checklist for Texas millwork shops reviewing commercial GC subcontract terms. This is educational information, not legal advice.

01 Pay-if-paid / pay-when-paid

A millwork shop has payroll, material bills, finishing labor, trucking, and install crews to pay whether or not the owner pays the GC on time.

Search for: condition precedent, payment by owner, if contractor is paid, pay when paid

Ask for: A fixed payment window after your approved invoice or completed work.

02 Retainage

Millwork often finishes before the entire project closes. If retainage waits on unrelated trades, your profit can sit locked up for months.

Search for: retainage, retention, final completion, owner acceptance

Ask for: Release retainage after your scope is accepted, not after the whole project closes.

03 Lien waiver / payment bond claim waiver

A shop's leverage is strongest before rights are waived. Once an unconditional waiver is signed, getting paid can become much harder.

Search for: unconditional waiver, waive lien rights, upon execution, all claims through

Ask for: Use conditional waivers until good funds are received.

04 Change order / extra work

Millwork changes are expensive. Field dimensions shift, finishes change, hardware gets substituted, and schedule pressure makes verbal approvals tempting.

Search for: prior written change order, no extras, directed work, field authorization

Ask for: Email approval or field authorization counts while formal change order paperwork catches up.

05 Liquidated damages / delay damages

Millwork is often late-sequence work. Your install window can be squeezed by problems that happened months before your crew arrived.

Search for: liquidated damages, time is of the essence, no damages for delay, sole remedy

Ask for: Damages only to the extent caused solely by your shop.

06 Indemnity / hold harmless / defense

One broad indemnity clause can create exposure far larger than the profit on the job.

Search for: indemnify, hold harmless, defend, arising out of

Ask for: Limit indemnity to claims caused by your negligent acts or omissions.

07 Flow-down / incorporation by reference

A shop cannot price, schedule, insure, or manage obligations it has not seen.

Search for: prime contract, incorporated by reference, flow down, same obligations

Ask for: Attach the prime contract and all general conditions before signing.

08 Backcharge / default and cure

Backcharges can turn into a catch-all bucket for cleanup, protection, acceleration, damage, or coordination problems caused by multiple trades.

Search for: backcharge, supplement, deduct, cure

Ask for: Written notice describing the specific problem and location.

09 Dispute resolution / arbitration / venue

A small shop can be right on the facts and still lose leverage if the process is expensive, far away, or controlled by the GC.

Search for: arbitration, venue, jury trial, attorneys' fees

Ask for: Mutual dispute options, not GC-only election rights.

10 Scope / complete work / incidental work

Custom millwork bids are built from drawings, specs, assumptions, exclusions, and shop capacity. Vague scope language can wipe out that careful pricing.

Search for: complete scope, reasonably inferable, incidental work, all documents

Ask for: Attach and control your proposal, inclusions, exclusions, and assumptions.

11 Termination for convenience

Millwork shops commit early. Material, hardware, finish samples, engineering, shop drawings, and fabrication time can be sunk before install begins.

Search for: termination for convenience, without cause, only work performed, no lost profits

Ask for: Payment for work performed, stored material, custom orders, committed costs, and reasonable demobilization.

Use MillworkShield on the actual contract

Upload the PDF or DOCX at https://millworkshield.com to get clause-specific risks, selected redlines, and a GC-ready response draft.