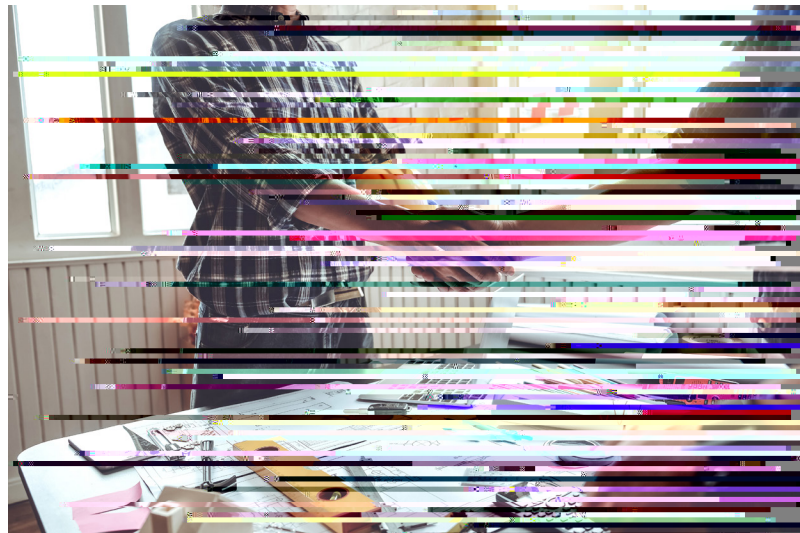


## Five Critical Clauses Contractors Should Know

Written by: David Arkell, Attorney, Moye White

Liquidated damages.



responsible for the delay. That element of a claim is not negated just because the measure of damages per day is uncontested.

Occasionally, a liquidated damages clause may be structured to allow certain damages to be liquidated and other predictable and ascertainable delay-caused losses to be recovered based on actual expenses. The contractor should recognize and resist the contractor may obtain from the provisions.

### 2. CHANGES

allowing one party — the developer — to unilaterally change the contractor's required performance without breaching the

It is critical for contractors to understand that to hold a contractor liable for liquidated damages, the developer must still prove that the contractor caused or was otherwise



Additionally, the contractor should look for a conversion clause that would require a T4D to be converted to a T4C if T4D was



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