

Construction Contracts: Extensions of Time and Apportionment of Delay

“Construction contracts often use the rubric of the contractor being entitled to a fair and reasonable EOT where a relevant delay has occurred. This broad wording suggests that the person assessing the EOT application has a large measure of discretion in deciding what EOT to award. This, in turn, leads to the,” reports Julian Bailey in JD Supra.

“Question of how a fair and reasonable EOT should be assessed where there are two or more causes of the same period of delay, some at the owner’s risk, and some at the contractor’s risk – i.e., concurrent or parallel delay. Where there is concurrent delay, this can give rise to difficult questions regarding which party should be responsible for.”

Read the article.