# The Importance of Attention to Risk Allocation Provisions in Contracts

***Insight***

A recent Indiana Court of Appeals decision illustrates the importance of having an overall risk allocation strategy in contracts where appropriate, and paying close attention to the language used to express that strategy, writes Christian Jones of Barnes & Thornburg.

---

# A Case Against One-Size-Fits-All Construction Contracts

***Insight***

Without careful thought and modification to standard forms, developers can find themselves in a difficult position in a delayed and over-budget project, according to a King & Spalding article.

---

# Business With a Friend: Lessons from a Liftboat

# Contract

***Insight***

Charles Sartain, a partner in Gray Reed, uses a recent 5th Circuit ruling on a liftboat construction contract to illustrate his advice on how to administer and perform a contract, especially one with a friend.

---

# Construction Contracts, Third Party Claims and Tort Law Liability

***Insight***

Carl R. Pebworth, a partner in Faegre Baker Daniels, asks and answers the question: What tort obligations does a design professional on a construction project owe to non-parties – like, for example, the persons who will use what has been designed after it is built?

---

# 2017 AIA Contract Documents Update

***Insight***

Cozen O'Connor has published an update that reviews the new construction contract documents adopted by the American

Institute of Architects (AIA).

---

# Liquidated Damage Provisions – A Good Idea or an Unenforceable Penalty?

***Insight***

A post by Joshua M. Pellant of Faegre Baker Daniels discusses the use of  a provision for a stipulated or "liquidated" damage amount in the event of specified contract breaches in construction contracts.

---

# Webinar: Avoiding Construction Claims and Disputes

***On-Demand***

A Baker Tilly on-demand webinar provides an overview of strategies to identify potential claims scenarios and potential resolutions available to mitigate claims.

---

# Drafting Arbitration Clauses in Construction Contracts

***Insight***

Patricia H. Thompson discusses the question: Should an arbitration clause be just a boilerplate provision, taken “off the shelf,” or should it be specifically negotiated and crafted for the particular construction project and to accommodate the parties’ requirements?

---

# Navigating Construction Disputes, From Mediation to Litigation

***Insight***

All parties involved with a construction contract need to explore which dispute resolution option is right for them and the project, and also ensure their contract terms are as clear as possible to avoid potential problems down the road, writes Kim Slowey in *Construction Dive*.

---

# What are Consequential

# Damages on a Construction Contract?

***Insight***

when entering into a construction contract, parties should carefully evaluate the proposed contract language to fully comprehend the risks they are about to assume, write Charles B. Jimerson and Kayla A. Haines of Jimerson & Cobb, P.A..

---

# The Contract Isn’t Signed, a Few Issues Remain, the Work is Done; Now What?

***Article***

Parties who allow the schedule to control performance without resolving the paperwork could find themselves in a mess, particularly if the back-and-forth on contract terms never stops, writes Stan Martin of Commonsense Construction Law.

---

# When Pre-Bid Information Turns Out to Be Wrong

***White Paper***

When conditions are encountered on a construction project that are contrary to the information provided to bidders, the

parties’ contract should provide a roadmap for how the parties ought to proceed, writes Timothy W. Gordon.

---

# Limitations of liability: Waivers of Consequential Damages

***Article***

No contractor wants to accept the risk that any one breach could lead to the financial ruin of its company.