

**“Construction Contracts and Strict Notice Provisions”**  
**Speaker: Adrien Pickard, Barclay Damon | September 30, 2024**

Nearly every construction contract contains a clause requiring contractors to provide owners with very specific notice when making claims. Many jurisdictions will require the contractor to strictly abide by those notice provisions or else the claim is waived.

My name is Adrian Pickard, and this is your *Must Know Minute*.

We are often approached by clients who ask whether a contractor's claim for extra work is valid and enforceable.

Adequate notice is a crucial part of the contractual relationship that alerts the owner to the fact that the contractor is doing extra work that it considers to be out of scope, and this extra work will result in either increased costs or delay in the completion of the project. Many of you are familiar with and use the AIA standard form contract, which requires a contractor to give written notice within 21 days of when the contractor knows of the claim.

Privately negotiated contracts may also require the contractor to provide additional information to the owner, like a description of the claim, back up documentation, or other proof of entitlement to the contractor's claim for additional time or money. It's also important to remember that courts in various jurisdictions interpret these provisions differently. Whatever state you're in, you should always review the terms of your contract and reference them regularly.

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