

The coronavirus pandemic has created unprecedented uncertainty in the construction industry. It has forced builders and owners alike to make challenging decisions as they contend with altered circumstances. Navigating in this changed environment requires both a grasp of the big picture and a singular understanding of the repercussions of each possible choice.

To help you make the right decision for your project, we've distilled our construction expertise and years of making tough decisions into this decision tree. We hope this tool will provide you a better grasp of your project's big picture and a better understanding of what each choice means for your business. Every project is different and contract terms can drastically affect outcomes. The specifics of a project and a contract must be considered and studied before a decision to act.

As you navigate this decision tree you will see that many of the decision points contain explanations, additional information, and links to the attorneys most knowledgeable in that subject and best positioned to help steer your project to the best possible outcome.

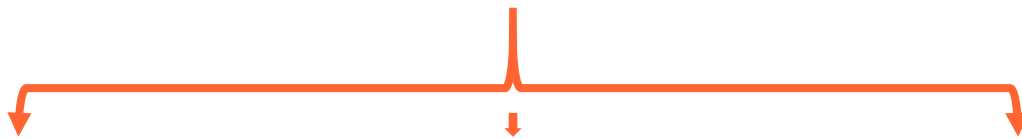
Bernstein Shur's Construction Group is one of the largest in the Northeast. Whether you are considering suspending or terminating work, requesting changes to a contract, or evaluating the risk of continuing to perform against whether you have sufficient enough cash flow, this tool can help inform your options as we work with you to make the best decisions possible.

**DECISION TREE
INFOGRAPHIC &
RESOURCE GUIDE**



FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

WHAT DO I DO WITH MY CONTRACTS?



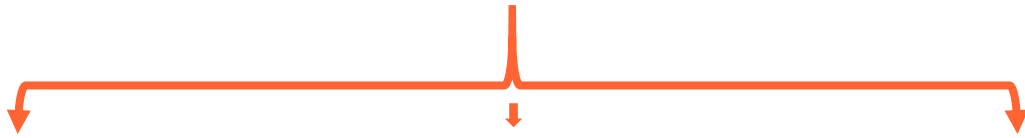
Perform Unchanged?

Terminate or Suspend?

Modify?

FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

PERFORM UNCHANGED



Can you?

Should you?

Can the other party force me?



CLICK
HERE
FOR
NO

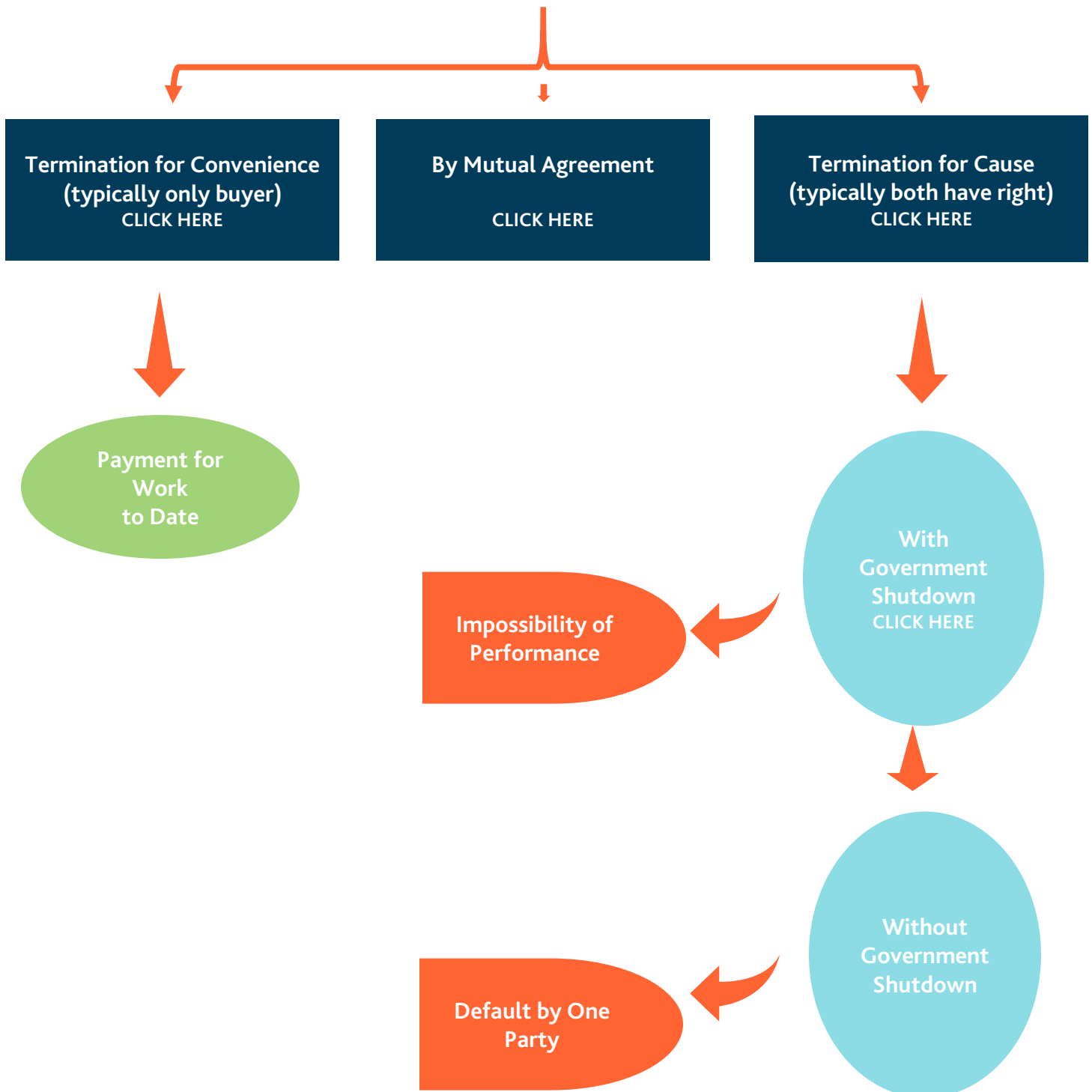
CLICK
HERE
FOR
YES

CLICK
HERE
FOR
YES

CLICK
HERE
FOR
NO

FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

TERMINATE OR SUSPEND?



FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

MODIFY?
CLICK HERE

Legally Can You?

Can the Other Party?

Can Your Subs and Suppliers?



By Mutual Agreement
CLICK HERE

Price & Schedule Change by Force Majeur
CLICK HERE

By Mutual Agreement
CLICK HERE

Price & Schedule Change by Force Majeur?
CLICK HERE

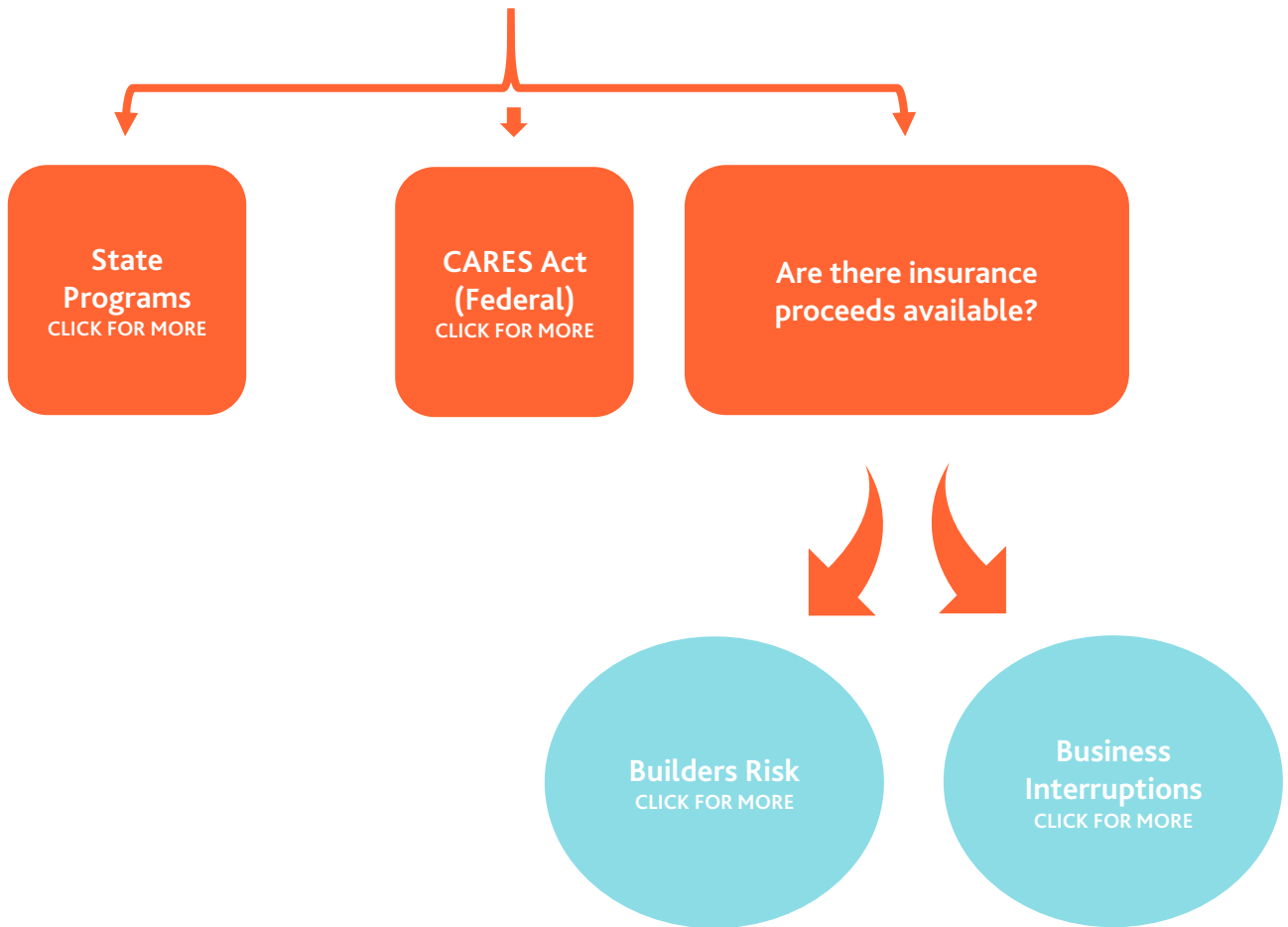
Versus Owner
Versus Subs
Versus Suppliers
CLICK HERE

FM Clause or Not?

Sale of Goods No FM Clause Necessary

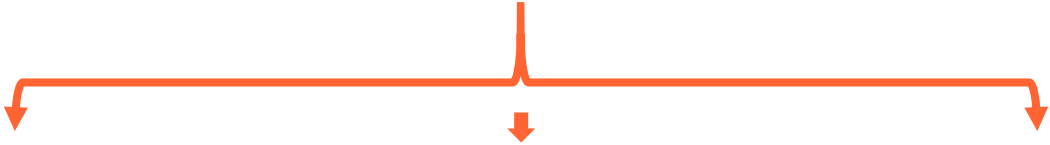
FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

CAN YOU?



FOR EXISTING CONTRACTS DURING THE COVID-19 PANDEMIC

CAN YOU PERFORM THE CONTRACT WITHOUT TOO MUCH RISK?
[CLICK HERE](#)



Your Employee Claims



Workers' Compensation Sole Remedy
[CLICK HERE](#)

Claims by Sub Employees



Indemnification Clause in Sub-Contract
[CLICK HERE](#)

Claims by Other than GC or Sub Employees



Covered by GC CGL Insurance?
[CLICK HERE](#)

