

# Construction Contract Claim

## Contract Termination in a Single Family Home

### The Problem

The project was a 3 bedroom, 4 bathroom, 3,600 square foot, \$3 million single family residence. The home was the subject of a remodel by a General Contractor with a contract amount of over \$700,000. The completion date was set and the GC had 6 ½ months to complete his work. A month past the scheduled completion date the Owner terminated the contract due to allegations of unreasonable delays, negligent work, defective construction, failure to complete and repair, and overcharges. The GC had been paid far in excess of the value of the work he had completed. After the Owner terminated him, the GC hired a lawyer and sued her for not allowing the 10-day opportunity to cure or make satisfactory corrections, per their contract. The Owner hired a new contractor to evaluate and correct the work and complete the remodeling project.

### The Solution

Pete Fowler Construction was hired by the homeowner's lawyer to evaluate whether or not the contract was appropriately terminated, to calculate damages, and to testify, if necessary. We created a summary of the contract, performed an on-site investigation, composed a long list of defects and contract violations, prepared a timeline of events, and provided a detailed report. We delivered sworn testimony in what became a contentious video recorded deposition, taken by an actively hostile attorney for the GC. The case went to trial. We testified that the homeowner was indeed within her right to terminate the contractor, and because he was so far behind schedule the 10 day opportunity to cure period did not apply.

#### SUMMARY OF OPINIONS

1. GC Failed to Perform Consistent With the Contract.
2. GC Performed Work Below the Standards Required by the Contract, the Building Code and the Standard of Care.
3. GC's Billings to Owner Were in Excess of the Value of the Work Completed.
4. GC Attempted to Change the Terms of the Agreement; Functionally Abandoned the Project / Contract
5. Owner's Removal of GC was Warranted and Proper

We elaborated and supported each of the above Opinions with 7 to 15 discrete references to (A.) contract clauses, (B.) project documents including formal correspondence as well as email messages, (C.) onsite investigation observations, (D.) plan, specification, building codes and standard references, and (E.) testimony references.

We argued for \$750,000 in damages and the jury awarded approximately \$639,000 plus fees and costs. The homeowner was thrilled with the result.

