

Construction Change Order Claims

Second Edition

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Highlights of the 2009 Cumulative Supplement

Construction Change Order Claims, Second Edition, discusses each aspect of every type of change claim and clarifies issues of entitlement as well as factual and legal causation. It provides a step-by-step framework for analyzing the contractual remedy-granting clause in any construction contract. Covering typical clauses, construction change directives, and changes resulting from ambiguous specifications, a clear path to developing a theory of recovery emerges.

- Claims for monies owed at the completion of the work for extras are not barred by lien waivers executed at various intervals during the project if the claims do not ripen until completion of the work.
- A contractor is not entitled to an excusable delay for differing site conditions, if the contract included no differing site condition clause.
- There is no contractor recovery for differing site conditions if there is no meeting of the minds between a city and contractor concerning the allocation of risks for subsurface conditions.
- A contract provision that requires written documentation of amendments to the contract is valid and enforceable absent a written waiver in compliance with the contract or clear and convincing evidence of a waiver.
- Despite a county's awareness of a project's change in scope, an architectural firm must provide notice of the need for additional services to receive payment for those services.
- A subcontractor is not compensated for its purported additional work if it does not demonstrate the reasonable value of the changed work and did not timely submit requests for equitable adjustments.
- A contractor may maintain a cause of action for breach of contract against the owner based on nondisclosure of material information if it can establish that the owner failed to disclose material facts concerning the project that would have affected the contractor's bid or performance.
- A contractor's cumulative impact claim for multiple changes is not waived by prior releases in contract modifications.



- A subcontractor does not agree to a unilateral modification to an oral contract by its continued performance when there is no new consideration for the modification.
- Under an implied-in-fact contract, a contractor is entitled to payment for extra work that is orally requested by homeowners.

The Table of Cases and Index have been updated to reflect all the changes to the text.

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