
PUBLIC CONTRACTS - WASHINGTON

Conway Construction Company v. City of Puyallup

Supreme Court of Washington - July 8, 2021 - P.3d - 2021 WL 2835360

Construction company brought action against city seeking a declaration that city's termination for default of parties' road construction contract was improper and should be converted to a termination for convenience.

The Superior Court found that city's termination was for convenience and awarded construction company damages, including attorney's fees. The Court of Appeals affirmed in part and reversed in part. Construction company and city both sought discretionary review, which was granted.

The Supreme Court held that:

- City was not entitled to terminate parties' contract based on defective work;
- City acted unreasonably or in bad faith when it withheld satisfaction with construction company's proposed remedy for defective work;
- City's termination of contract was not properly for default, and thus would be converted to a termination for convenience;
- As a matter of first impression, city was not entitled to an offset for defective work discovered after termination;
- Construction company was not entitled to statutory attorney's fees; and
- Construction company was entitled to contractual attorney's fees.

Copyright © 2026 Bond Case Briefs | bondcasebriefs.com