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East Hampton Union Free School District v. Sandpebble Builders, Inc.

Supreme Court, Appellate Division, Second Department, New York - January 23, 2019 - N.Y.S.3d - 2019 WL 288248 - 2019 N.Y. Slip Op. 00420

School district brought action seeking judgment declaring that a contract with construction management company was void and unenforceable because it was never approved by school board or because renovation project was abandoned.

Following jury trial, the Supreme Court, Suffolk County, entered judgment for construction company in amount of \$755,767.41. Construction management company appealed.

The Supreme Court, Appellate Division, held that jury award of damages in amount of \$755,767.41 in favor of construction management company based on violation of contract with school district was supported by legally sufficient evidence.

Jury award of damages in amount of \$755,767.41 in favor of construction management company based on violation of contract with school district to manage renovation project was supported by legally sufficient evidence; contrary to management company's contention, there was evidence from which the jury could have arrived at damages amount based on assumed project cost of \$18,000,000 which was never completed, and jury also could have determined that lost profits based on the subsequent \$79,000,000 project were not contemplated by the parties at the time of the execution of initial contract for construction management services.