

Subcontractor's Failure to Strictly Comply With Notice Provision Costs \$200,000

An article written by **Matthew DeVries** on **Burr & Forman LLP's** Best Practices Construction Law blog illustrates an oft-repeated plea from lawyers: "Please, please, please read your contract." In this instance, one party's failure to strictly follow the contractual notice provision was a \$209,235.36 mistake.

He describes a case in which a general contractor entered into an agreement with the City of New York Department of Sanitation to construct a garage. "The subcontractor agreed to to furnish and install five elevators for the project. Although the court's decision does not elaborate on the details, the subcontractor filed suit and was awarded more than \$200,000 in damages incurred as a result of delays in performance of the work."

According to **the article**, "When you are required to strictly comply with a particular provision or legal requirement, then any departure from that requirement (no matter how insubstantial) can void the claim or provide an absolute defense."

Read the article.