

The Contract Isn't Signed, a Few Issues Remain, the Work is Done; Now What?

The Court of Appeals in North Carolina recently confronted the question of what happens when a contractor and subcontractor, having gone back and forth on a few contract terms while the sub is performing work, reach the end of the project – or at least the end of the sub's work – without an agreed contract form. **Stan Martin** discussed the issue in a **recent article** posted on Commonsense Construction Law's blog.

"Parties who allow the schedule to control performance without resolving the paperwork could find themselves in a mess, particularly if the back-and-forth on contract terms never stops," Martin writes. "The sub is unhappy about not being paid, and the GC is unhappy about what it perceives to be a less-than-friendly forum. (Or maybe the GC simply wants the sub to bear the inconvenience of the 100-mile or so trip between counties.) And the court will have to sort out the mess, at a greater cost than either party wants."

Read the article.