Scribbles Squibs #19 – August 15, 2013 – What You Need To Know About Contracts: (Part Three: Modifying Contracts)

by Attorney Jonathan Sauer

OK! We have an offer, acceptance and consideration and you have signed some kind of a contract. What happens when this needs to be changed or modified? As to the real life problem which follows, you be the judge! True, you don't get to wear the black robe. But, at the same time, you needn't worry about getting reversed!

PROBLEM: A specialty subcontractor (SS) quotes a certain public works job at a unit price basis, which work would begin in the fall and could not be performed in the winter. Unbeknownst to him, the general contractor (GC) was running woefully late as to his contract time and had to fit a great deal of production into a very short period of time. There was no schedule in the parties' written subcontract. Upon coming on the job, almost immediately, the Architect decided he wanted to change the material that SS was going to use, the new material costing about twice as much. For whatever reason, SS didn't push for a change order to reflect the new material cost. Rather, it was decided that GC would buy the material for SS and SS would knock about one-quarter off of the unit price for his work. Then, GC puts pressure on SS to go to two crews. SS could not easily afford this. Ultimately, it was decided that GC would simply pay SS's payroll and they would get the job done. SS's production was good, everything considered, and the quality of his work was excellent. But, the job had to stop in December because SS's materials could not be used in freezing conditions. GC had other work that was not as temperature sensitive. Nonetheless, it was decided to stop production for the entire general contract now and then recommence work in the spring. Only, for reasons unknown to SS, the owner decided to terminate GC and package the remaining work as part of a future procurement. Documents SS obtained demonstrated that GC was a couple of hundred days late and there were quality and production issues. SS wanted to get paid for his last several payrolls, which was the amended deal. SS and GC attempted to negotiate what is owed. There was no change orders/modifications as to: (a) the reduction in the unit price to cover GC's buying the materials; (b) SS's having to run two crews; (c) GC's agreement to pick up SS's payroll. As the payment bond limitation was expiring, SS sued GC and its surety. GC counter-sued SS, claiming SS's slow production caused him to lose the job, with GC's claimed damages about four times SS's claimed damages. Wise and Faithful Reader, who collects from whom and how much and on what basis?

It is obvious that the original written subcontract did not cover all necessary items, such as a production schedule. But, several changes occurred during the subcontract performance, none of which were put in writing. The absence of necessary change modification writings has made the case much more complicated, the result much more difficult to predict.

Let's discuss some issues with regard to contract modifications: what works, what doesn't and what aides there might be in the law to help when everything is not perfect.

I. ALL CHANGE ORDERS ARE CONTRACT MODIFICATIONS BUT NOT ALL CONTRACT MODIFICATIONS ARE CHANGE ORDERS.

Does the above sentence make any sense to you? Within the construction industry, most change orders involve either additional work or additional time or both. (Keep in mind that, in most cases, if you execute a change order for extra work for money but leave out the time extension element, you will be waiving any possible future request for time for the subject of the change order unless the change order itself says somewhere above the signatures that the parties have agreed to defer any decisions on time for this changed condition until a later time or event.)

So, most of the time, the necessary changes and change orders will deal with money, time or both. And, these can usually be reduced to some one page form of change order.

But, there are any other kinds of changes to a contract that don't involve money or time. For example, there could be a change in the phasing aspects of the project. There could be changes to any scheduling requirements or updates. Or, a party concerned about downstream parties' paying their bills might want a contract amendment requiring the downstream party to provide partial lien waivers from material suppliers and subcontractors. None of these involves money or time directly but can, certainly, affect money and time *indirectly* in terms of whether a job is made easier to perform or harder to perform. So, a change order form *per se* might not be sufficient to describe such every contractual change.

II. <u>ALL</u> CONTRACT MODIFICATIONS SHOULD BE IN WRITING.

Clients and potential clients always want to know what something legal is going to cost. It goes without saying that any of us purchasing something wants to pay as little possible to get what we need or what we want.

My response to this is that if this is what you want, then you have to do certain things. Obviously, your contracts should be in writing, even if that is two emails between the parties stating scope and price (but see our comments on emails below.) An earlier *Squib* pointed out how a contract could be made with as few as nine words.

I'll talk to one or two people at least every week who will tell me that they changed the scope or price of their job – sometimes, very significantly - and there is *nothing* in writing to reflect or evidence that change. Then, they want to chase what they believe they are owed under the amended deal or want to defend against claims made by the other party either as to the original deal or the revised deal. Of course, when there is nothing in writing, what's a lawyer to do?

Such cases are almost *always* going to cost more money because there is no one piece of paper that one can point to which sets forth 'the deal'. 'The deal' might have started off with a piece of paper but then have been heavily modified with no paper to evidence the change(s). Keep in mind that the various statutes which require certain transactions, such as the sale of real

estate or leaving property with regard to a will, to be in writing are called 'statutes of fraud.' If 'the deal' isn't in writing, then, the party seeking to enforce it that is able to tell the 'truth' better might win. Cynics among us might phrase this as saying that the better liar will win. And, these aspects of a law case are so unnecessary. If it's put in writing, however simple, the discovery needed for the case as well as the time necessary to prepare and try the case may be substantially reduced.

One can't get a Cadillac for less than fifty grand. (Although, you can get a new Sting Ray for not much more than this!) You can't get the lowest price on a law case or other legal endeavor when you haven't set it up right, when you haven't shouldered your part of the equation. And, not memorializing (putting in writing) key changes to the contract is one of the principal situations to which the last sentence applies.

If important business events are not put in writing, I can say two things about your cases. First, they will be more expensive. Secondly, you will lose some cases you probably shouldn't have lost. For, instead of introducing into evidence a written contract and a written contract amendment, when some of this is oral, we'll have to call witnesses who may have heard the oral deal. There could be some on either side of the controversy (or, on either side of the 'truth'). The fact-finder – judge or jury – might find the first party's witnesses and evidence as to the oral deal more compelling and believable than the second party's witnesses and evidence, even where the second party is actually in the right and telling the truth. Why put yourself – and the other side – in that position? (At least) key changes to contracts should be in writing and signed by both parties.

A lawyer's job is to throw snowballs on his client's behalf. But, the client has to provide all of the snow! A lawyer's (advocate's) job is to put the best possible spin on the client's facts and documents and argue a favorable application of relevant legal principles. What if there isn't any snow? Or, not enough?

Remember those FRAM oil filter commercials from twenty years or so ago? 'You can pay me now or you can pay me later', meaning if you don't change your oil filter or use the wrong one, the results from this down the road will be more expensive. Court construction cases are tried almost entirely on the written record. But, what if there isn't a written record? Or, the record has holes in it?

Look. I hardly get any mail any more (except from state courts, because in federal courts *everything* is done through emails.) I might send a fax every two weeks or so. The only time I generally get FedEx packages is receiving an important, timely file, a check or signed settlement agreements. *Everything* is done today through email. There is no good reason why a superintendent or project manager can't send a confirming email to your other party confirming a deal just done or a change in a deal just done. Trust. But, verify!

Our next section of this article deals with changes in the law and in the practice of business caused by emails. But, this writer's ultimate conclusions? Here's a hint: you can't teach an old dog new tricks!

At times, I feel like John the Baptist crying in the wilderness. I have spent several decades in my teachings and writings saying that one should 'put it in writing' with regards to any contract formation and amendment. Unless you are a very good liar – and are pretty sure you're a better liar than your opponent - and want to take advantage of a situation where there is nothing in writing, not doing so can *really* hurt you. Please note that I am not accusing anyone of being a liar! It's just that in a situation where a party or the parties are content to not have a written contract, trying to prove some time down the road what is in the contract or contract modification will likely take a lot more time, be more expensive and a lot harder than it should be had the situation been handled *right*. And those not overly concerned with the facts may do better than they should because they can spin a better yarn.

Really, other than being a thief, there are only three reasons I can think of to explain why someone doesn't put contracts and their amendments in writing. The first is because they didn't know that they should do this (which our readers now know.) The second is being lazy. The third would be that one allows oneself to be intimidated by the other side out of the change orders and contract modifications that should be put in writing. If I were of an aggressive bent of mind, I might inquire: to which of these three possibilities do you belong?

I had a situation arise some years back. Two good-sized subcontractors of a certain trade attended some kind of trade show or convention in Florida. One night, the two principals of the two companies were standing on the beach late at night, looking at the water. They were both seriously half in the bag. They entered into an agreement under which they would joint venture some jobs, some of them quite large, being jobs that neither was large enough to do on its own. Sometime down the road, one of the joint venture partners went belly up. There were a number of outstanding jobs and questions arose as to how just one of the joint venture partners could finish them. In addition, the joint venture had applied for surety bonds in a kind of goofy, non-specific way. Meaning, that although it appeared that each of the two joint-venturors was only going to (supposed to) assume part of the risk, exactly which part wasn't clear. The subcontractor who went broke owed a lot of people money directly, not otherwise the obligations of the other joint venture partner. As I recall, there were two sureties on the larger bonds: one for each joint venture partner, each only assuming numerically half of the risk. The surety for the joint venture partner who went broke came after the *other* joint venture partner seeking indemnity (reimbursement) as to the losses it had incurred. A lot of this could have been prevented by simply having the joint venture agreement in writing.

This becomes fairly complicated legally as a joint venture, in many ways, can be considered to be a partnership. And, generally speaking, each partner is liable for the partnership's debts to third parties *unless there is some clear writing in place that indicates otherwise.* Since the remaining joint venture partner had *nothing* in writing to indicate what obligations each joint venture partner retained – and did *not* retain – this caused all kinds of very expensive litigation for the partner still in business.

Am I saying that there is anything wrong with staring at the ocean late at night, one's feet in the warm sand enjoying the hiss of the retreating water, the comfort of a good drink? *Hardly.* Am I saying that it makes no sense for one contractor to partner with another so that the two of them can go after jobs that neither of them was large enough to carry? *Not at all.* Am I saying

that it is wrong for 'demon rum' to pass one's lips? *Maybe!* You see, I am sort of a closet 'fundamentalist' and it's doctrine for some of the denominations professing these beliefs to not imbibe hard liquor. To the best of my knowledge, no beverage containing hard alcohol has ever passed these lips. And, besides, any good drink is wet, fluid, hardly something that one could consider *hard.* Still, as one grows older, some say that memory is the first thing to go. (Men of a certain age know what the *second* thing likely to go might be! That is, if they can recall it!)

Ronald Reagan was known for several things. He got famous making movies with a monkey. His long-term marriage to Nancy appears to have been one of life's great romances. He ultimately succumbed to Alzheimer's, one of life's cruelest diseases. Perhaps more than any other man, he brought an end to communism. And, how did he do that? He had an expression as to how to deal with the Soviets: "Trust, but verify". Folks, whatever your contractual deals may be, the *only* way to 'verify' them is to *put them into writing*! Not to do otherwise might cause our Jewish friends to refer to you as a 'schmuck'. Although I am not certain about this, my understanding is that Katz Delicatessen in NYC might not even serve schmucks. (Since they can often be chewy, I don't tend to order them anyways.)

Two practice tips. Make sure that any contract amendments and modifications are done in a way similar to the basic contract itself. So, for example, if the original contract was in writing signed by both parties, all contract modifications should be put in writing and signed by both parties. This way any judicial fact-finder (judge or jury or arbitrator) will be aided in accepting the change modifications as agreed-to and binding because they mirror the contract in the way they are prepared and signed.

Secondly, be sure to remember that when you are presented with a contract and cross things out, the only way these changes become part of your contract for sure is to insist that your contracting party initial your changes. Otherwise, legally, what you think are changes are really just proposals for additional terms. And, these additional terms are not accepted without evidence from your contracting party that they are. Otherwise, the deal is likely to be enforced in just the way it was written before your changes. Namely, the proposal is the offer, your accepting it is the acceptance and we have a contract as to what was in each but not as to the additional terms.

Can oral modifications sometimes be sufficient? The answer is 'yes'. Still, many times they won't be sufficient and/or they'll cause you a boat-load of additional attorneys' fees, only required because you didn't do the right thing by simply putting things into a writing. One can't honestly say that one is interested in minimizing one's attorneys' fees when one does the kinds of things that those *not* interested in minimizing them does. As we say in the border states – beginning at around northern Ohio, these days – *Es verdad?*

III. ISSUES WITH ELECTRONIC MAIL.

A. Introduction.

Now, we'll discuss what electronic mail is good for and maybe what it is less suited to. Effective in 2004, Massachusetts has its own version of "The Uniform Electronic Transactions Act". Approximately 47 states have enacted a version of this. Now, this is one of the many 'model' laws that are generated with regard to any number of subjects. They are then enacted in a variety of states with local variations. Meaning, that the same 'uniform law' may be different from state to state. This may become important when you are located in a different state than that where the project is located in. Or, it might be different as to the state law in effect where your contracting party principally conducts its business. Due to variations in 'conflict of laws' principles (which state's law governs the transaction), there could be different laws from state to state.

Often, but not always, the state whose substantive law will apply to a contractual matter meets one of the two following criteria. First, the controlling law may be that of the state in which the last act necessary to create a contract occurred. (This could be the state in which the acceptance to the offer took place.) Under some circumstances, the state whose laws may apply might be the state in which the contract will be performed. There are other possibilities. Better contracts have 'choice of law' provisions in them indicating which state's law will apply. Also, with parties in several states, by putting a 'choice of venue' provision into the contract, it will be clear where any suits need to be filed. By not covering important issues in contracts and contract amendments, you're inviting the fact-finder to 'guess' what the parties intended. Why not simply *say* what you intend by putting it in writing? An ounce of prevention . . . . .

B. What Massachusetts law provides for.

Here are three sections of Massachusetts law having to do with the creation of contracts through electronic mail which have been in force and effect since 2004.

Transactions governed by chapter; consent of parties; waiver

"(b) This chapter applies only to transactions between parties **each of which has agreed to conduct transactions by electronic means.** Whether the parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties' conduct." . . .

(e) Whether an electronic record or electronic signature has legal consequences is determined by this chapter and other applicable law." (Emphasis added)

Electronic signature; enforceability; satisfaction of legal requirements

"(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.

(b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.

(c) If a law requires a record to be in writing, an electronic record satisfies the law.

(d) If a law requires a signature, an electronic signature satisfies the law."

Information provided in electronic form; posting or display of records; ability to retain; agreements regarding non-use of United States mail

"(a) If **parties have agreed to conduct a transaction by electronic means** and a law requires a person to provide, send or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record. . . .

(d) The requirements of this section may not be varied by agreement, but:

(1) to the extent a law other than this chapter requires information to be provided, sent, or delivered in writing but permits that requirement to be varied by agreement, the requirement under subsection (a) that the information be in the form of an electronic record capable of retention may also be varied by agreement . . . " (Emphasis added)

C. Problems. (Or, why I got white hair at such a young age.)

What these provisions should give one is *some* level of confidence that there is *some* potential legitimacy in creating legal relationships with electronic means. But, even a casual reading of the above suggests that for electronic communications to take the place of written transactions, there has to be some evidence of agreement between the parties that each consents to this. What if one party doesn't expressly (in writing) consent to this? What if the evidence is unclear whether each party agreed to consent to this? What if *neither* party thought to ask the *other* party whether that party consents to this? Keep in mind that in Massachusetts, this particular statute has eighteen separate sections, making it a longer law. The fact that the law is only nine years old means that there have not been a lot of opportunities for appellate courts to explain what each of these provisions really means, one of the principal functions of appellate courts. Also, where there are multi-state contacts between the parties, which state's law applies? As is said in the military, this may be way above your pay grade! Creating simple short writings making it clear what you intend beats all of the guessing that might otherwise be required.

D. Ecclesiastes 1:9 NIV of the Good Book says that "There is nothing new under the sun."

What the heck does *that* mean? Well, in this context, it seems to mean that the older, tried and true ways may be better than the newer ways. Or, that the newer ways are not necessarily better than the older ways just because they are newer.

To try to create contractual relationships solely using electronic means requires some preparation. Does each side agree to do this? Does each side agree which state's law governs? Is the transaction contemplated one that clearly is governed by this law? This is a place for emails. They are quick, convenient and can even be sent from your phone. But, when it's time to put the deal to bed, *do it in writing with signatures in ink.*

In my business – the law game – my observation is that better lawyers tend to be conservative, often *very* conservative. This means, in part, that wherever possible, we try to go beyond what are bare legal minimums. This usually works to a client's advantage. For, if one's business activities are structured around acting conservatively, there is less chance that whatever one does or doesn't do will be found by some court as not being sufficient.

Friends, use *writings*! Even if you make a proposal through electronic mail, insist that any acceptance of the same means that it must be followed up within a very short time by mailing the original acceptance signed in ink. The last time I dealt with handwriting experts with regard to signatures, they told me that the fax process distorts signatures sufficiently that it is not possible to testify with certainty that any one person's signature is that person's actual signature when one only has a faxed signature. Make them send it to you with original ink through the mail. Besides, the U. S. Postal Service can use the business! You know, the U. S. Mail? They tell me that this used to be part of the government! When I was a kid, the first class mail stamp cost four cents! Then again, this is as best as I can recall. Now what was that second thing which goes? Chucks, I *still* can't remember!

IV. VARIOUS MISCELLANEOUS ISSUES AS TO CONTRACT MODIFICATIONS.

Does one have to insist on a contract modification where there is a term in the contract that you don' t agree with? First of all, it is important to understand that not all contractual provisions are exactly, uh, *legal.*

That is why many contracts have what is called a 'savings' clause. This is how one might read: "It is understood and agreed by the Lessor and Lessee that, if any of the terms of this lease are subject to any statutes or decisions which would hold any provision of this lease to be unlawful or unenforceable, it is the intent of the parties to this lease that all of its terms should comply with any applicable law and should be construed according to such intent and that if any such clause is unenforceable, the remaining provisions of this contract shall remain in full force and effect." In other words, even if some of the bath water doesn't pass muster, this doesn't mean that one should throw out the baby with it!

A. Contract provisions void as against public policy don't necessarily have to be amended out of the contract.

What does this mean? Here are some examples. It is void and against public policy to enforce a subcontractual provision that the subcontractor gives up its rights to file a mechanic's lien. It is void and against public policy to have contracts and contract provisions that are against

public policy. For example, on any Massachusetts public work or building project, one can't contract away a party's obligations to pay 'prevailing wages' to its employees. It is void and against public policy to have a contract the purpose of which is, for example, to construct a 'house of ill repute'. There are numerous other examples. These can be complicated and one's best option is to contact a lawyer familiar with these principles.

B. Certain contracts can be amended by 'custom and dealing'.

Still unconvinced of the necessity of having your contracts and contract modifications in writing? Then, fasten your seatbelts, we will have to resort to the *law.*

Here are some ideas from actual Massachusetts court decisions:

"Where, as here, the contract language is ambiguous, evidence of trade usage is admissible to determine the meaning of the agreement. . . . "The argument that a contract may not be 'varied' by evidence of pertinent custom and usage misconceives the role played by such evidence. 'Valid usages known to contracting parties, respecting the subject matter of an agreement, are by implication incorporated therein, unless expressly or impliedly excluded by its terms, and are admissible to aid in its interpretation, not as tending in any respect to contradict or vary a contract, but upon the theory that the usage forms a part of the contract.' "

From another case:

"Valid usages known to contracting parties, respecting the subject matter of an agreement, are by implication incorporated therein, unless expressly or impliedly excluded by its terms, and are admissible to aid in its interpretation, not as tending in any respect to contradict or vary a contract, but upon the theory that the usage forms a part of the contract . . ."

And, from another case:

> "Parties to a written contract may, of course, alter it subsequently, by oral modification, by their joint conduct, or, ideally, by a writing subscribed to by the persons to be bound. . . . . Words and actions of parties, such as statements in letters, may effect a waiver or modification of a provision in a contract."

With signed contracts and contract amendments, we will probably not have to read such boring and confusing stuff! But, it's still helpful to know that there is some judicial assistance when not everything gets done right.

C. Contracts that say that they can only be modified in writing can themselves have that provision be modified orally.

The parties to a contract can agree at any time to modify their contract and, generally, such a modification does not have to be in writing to be valid. An oral modification may be valid even if the original contract was in writing and had a provision requiring that any modification also be in writing. Parties always have the power to modify their earlier agreement

at any time. In some cases, you may even find that the parties have modified their contract through their conduct, without verbalizing or putting into writing the modification at all, if the circumstances indicate that they have done so.

V. CONCLUSION.

The best way to modify contracts is in writing, signed by each of the parties to be charged. (In other words, each party to the contract or contract modification signs it.) The second best thing to do? There *is* no second best thing to do! We have given you some ideas for when the proper thing hasn't been done. But, there is nothing as sure – and inexpensive – as simply doing what you should do and what, frankly, you *already* know you should do.

Contracts should always be in writing and signed in ink by both parties. Contractual modifications, also, should be in writing and signed in ink by both parties. These ideas are the best ways of protecting your rights, minimizing your legal bills and putting you in the best position to 'get the check'.

These comments don't do the subject matter justice. But, if you like contract law, I can help you find a place to get your own Corbin on Contracts where you can read about these and other contractual topics in much greater detail. Several law schools give classes at night. In fact, I went to night law school with several contractors. Why not do this yourself? I mean it's textbook that all lawyers are *rich,* right? I'm going to have to cut this article short. I have a reserved golf start at the country club in an hour and when the Captain (Muffy's father) says 'cocktails on the fantail at 7', he *really* means it. And, if I miss this sailing to France, I might have to actually (shudder) fly commercial!

As you go through our seven – part series on contracts, think back, now and again, to the Problem which started this article. A few concise writings which, in the aggregate, wouldn't have taken one hour to prepare, could have made the resolution of this dispute infinitely cheaper, infinitely simpler and much easier to predict the ultimate result. (The case has yet to go to trial.)

Since my computer has a web cam, I can actually see *all* of the readers reading this presently *in real time*. (I've got a really smart very tall son – his father worked for UPS and I can prove it - with all kinds of degrees in mathematics and computer science who keeps my fleet of computers in reasonable operating order.) I prepared this information to help *You,* and *You,* and, especially ***You!*** And, you all know of whom I speak. I am speaking of *You!* (If I violated your anonymity, I suppose I should be sorry. But, I am not!) If you don't reform your ways, next time, I'll use real names! That is, if I can remember them! (Damn.)

(These materials are intended as general information only, not specific legal advice. When confronted with a legal problem you don't understand, seek the assistance of legal counsel. Construction law is something that most 'general' lawyers don't do a lot of. At Sauer & Sauer, we ***only*** *practice construction law and we attempt to assist our clients with their contractual needs and issues whenever possible.)*

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2. We guarantee our billing rate for five years in writing for all new clients through the end of this year who mention this offer at engagement.

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4. We endeavor to maintain, wherever possible, possible future business relationships with your contracting party by emphasizing a fair and reasonable approach to the resolution of disputes, which often helps promote earlier (and cheaper) case resolutions than does 'mean and angry'. And, while you might say now that 'I'd never work for that guy again', a lot of experience over several decades suggests otherwise! Given the right job, more than likely, he'd be given another chance. Particularly if it was a *good* job!

5. We try to defer until later in the case the more expensive elements of discovery – i.e. depositions – in order to try less expensive discovery first. We recently obtained a 1.5 million dollar settlement for a subcontractor against a bankrupt general contractor's payment bond surety on three projects without a single deposition ever being taken and without our client's even having to answer and sign interrogatories.

6. Being a smaller firm, our attention is focused *solely* on our clients and their problems, not on feeding the overhead of a fancy office and many partners, associates and support staff. We only have to feed our five dogs, most of which, however, are *quite large!* (If you ever meet The Worm, be respectful and, perhaps, a bit wary. After all, Rotties *can* be difficult! Especially around meal times. For big dogs like this, it is almost *always* around meal times! Or, close enough.)

7. Satellite offices in Boston and Worcester for more convenient meetings.

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