
Chapter 1

Lien Law Simplified

Many an argument
is sound, and only
sound.

This chapter begins with a discussion of the development of lien law statutes and the legal terms used in them and throughout this course. It identifies the kinds of construction liens, explains lienable performance, lists the categories of lienable performance, and outlines each. Finally, it explains the significant principles of construction lien law.

Lien Laws

All lien laws are passed by state legislatures. There is no federal lien law. When any government agency files liens for taxes and other purposes, they must use the same state courts you would. In the District of Columbia the lien is filed with the Recorder of Deeds.

For the purposes of this course, it is assumed that there is a contract made with an owner of the real property which gives the contractor the right to claim a lien. This contract has to have been for services or improvements to the property of the owner. For questions about contract law please refer to the *Advantage Contractor Business Success Series* course, *Contract Law for Construction Contractors*.

Definition of Construction Lien

A lien is the legal right of a person to have property sold or its value applied to the payment of a claim for services to, delivery of products installed on, or improvements to, real property when the owner refuses to or cannot pay amounts due under a contract.

To review briefly, a *lien* is a legal right to have property sold or its value applied to the payment of a claim.

Lien Statutes or Laws

Statutes are laws or rulings made by a legislative branch of government and expressed in a formal document.

The statutes that pertain to the construction industry are contained in the state law section covering liens in general. The statutes that pertain to construction lien law in particular are contained in that part of lien law statutes that covers construction liens. Your state statutes will often make references to contract law, lien law, and contractor licensing or registration law, indicating that each section of the law will help clarify how they work together and how they are affected by each other.

No law has ever been passed that will keep a person from acting like a fool.



Warning

Construction liens are governed by these statutes and can be created and perfected only if the regulations as set forth in the statutes are strictly adhered to.

Construction lien statutes were first enacted in the eastern regions of the United States during the period of expansion and development that followed the American Revolution. These statutes were later introduced to the northwest regions in the second half of the nineteenth century when development in that area made construction lien statutes necessary.

Construction lien statutes were developed for two reasons:

- It is believed that construction lien statutes stimulate construction activity by assisting builders and suppliers in securing payment for performance.
- Because performance devoted to improving real property typically enhances the value of that property, it is only fair that the cost of performance be treated as a charge on the property.



Note

Before 1975, construction liens were termed "mechanic's and materialmen's lien." Many states have made the change in terminology to reflect the fact that a lien is available to persons who are neither mechanics nor materialmen, such as architects, equipment rental dealers, and trustees of employee benefit plans.

Statute Terminology

State statutes assign specific definitions to various legal terms. Contractors may be unfamiliar with these legal terms. Some of these

terms, which will be used throughout this course, include:

- Improvement
- Commencement of improvement
- Contractor
- Original contractor
- Subcontractor
- Owner
- Interest holders

Other terms found in the statutes and construction lien law appear in this manual. These are defined throughout the text and in the "Quick Reference Tool" of this course.

In most states, construction liens are part of a state's statutes on mechanic's liens. The law covers all cases where a person improved property and is then given the right to attach or sell the property to recover payment for work done. Lien law is a unique and powerful means for people doing trade work to recover payment.

Improvement

The term *improvement* refers to all of or a part of the construction project. The statutes liberally define *improvement* as "any building, wharf, bridge, ditch, flume, reservoir, well, tunnel, fence, street, sidewalk, machinery . . . and all other [applicable] structures or superstructures."

A house is an improvement. If the project consists of new construction then you would be constructing an improvement on the property. If the project is a remodel then the improvement is the work being done on the existing structure. Painting, roofing, and even cleaning can be improvements under the law.

Commencement of Improvement

Commencement of improvement is the first actual preparation or construction on the site, or the first delivery to the site of substantial materials.

Contractor

Basically, the word *contractor* is defined as you would expect. It is a person who contracts to do all or part of the work and retains control of means, method, and manner of accomplishing the work. A contractor can provide just labor at the site, or materials, supplies, and labor at the site.

The person who never makes mistakes must get awfully tired of doing nothing.

**Note**

A construction lien can cover any labor, materials, supplies, services, and/or equipment used in a construction project, providing all other statutory criteria are met.

Original Contractor

Most state lien laws define *original contractor* as a contractor who has a contractual relationship with the owner. Commonly, the general contractor of a construction project is the only one who has a direct contract with the owner. General contractors, as such, are *original contractors*.

In contract law, the original contractor can also be referred to as the primary contractor. The contract between the owner and original contractor is referred to as the primary contract.

Ignorance of the law is an excuse for not being willing to learn enough to use the law for your benefit.

**Note**

This manual uses either *original* or *general contractor* to refer to a contractor who has a direct contract with the owner.

Subcontractors

Subcontractors are not original contractors because they do not have a contract directly with the owner.

Most often only one original (general) contractor exists for a construction project. All other contractors working on the project are classified as subcontractors.

However, an owner will sometimes act as their own general contractor and will contract directly with subcontractors. In this situation, a subcontractor would then become an original contractor.

Subcontractors have lien rights, but must notify owners of their right to lien. Work with your general contractors to assist them in getting owners to accept and understand how liens work. More and more owners are aware of liens, but do not understand how they work.

Owner

Three types of owners are usually defined in lien law statutes:

- A person who is, or claims to be, the owner of the land or

a portion of the land on which preparation or construction is performed

- A person who entered into a contract for the purchase of an interest in the land or improvement being charged with a lien
- A person who has a valid existing lease (lessee) on land or an improvement and who, on the basis of that lease, possesses an interest in the land or improvement

**Tip**

More than one owner can be involved in a construction project even though they did not sign a contract.

Interest Holders

Interest holders are those who share ownership of the property and/or improvements with the owner. This would include:

- Absentee owners
- Lessees
- Mortgagees (loan institutions or individual lenders)

**Tip**

Although loan institutions (mortgagees) are not considered owners under most state laws, it is wise to treat lenders as if they are owners. This is especially true when it comes to giving any type of lien notice regarding materials supplied for a project.

Filing and perfecting liens is mostly a matter of timing. The form is necessary, but filing on time is critical.

The construction lien statutes are designed to protect the rights of parties who hold an interest in the property and therefore will be affected by the lien. It often happens that these interest holders are not a party to the contract under which work and materials are furnished.

**Note**

The law attempts to strike a balance between the lien claimant's security and the property rights of interest holders. In fact, much of the complexity and procedural requirements of the law result from this quest for balance.

Construction Liens

A construction lien is a legal right to force a property to be sold to satisfy an unpaid claim. When a contractor is not paid for performing duties under the terms of a valid contract, a lien claim or suit can be filed against the property which was improved.

A construction lien does not attach to all types of property. It usually cannot attach to public property. In these cases there are other statutes designed to secure payment for performance devoted to the improvement of public property. These statutes are concerned with bond issues and are beyond the scope of this course. In brief, the contractor has to file suit to recover under the payment bond assigned to the project.

Seek to be reasonable in avoiding disputes. Be aware of the problems the other parties to a project might be having, it can only work to your benefit.

Lien on Privately-owned Property

The construction lien is a legal right to hold property or to have it sold or applied for payment of a claim. This legal right is granted by the statutes to persons who provide labor, materials, or certain services that are incorporated into, consumed in, or contributed to the improvement of privately owned real property.

A lien placed on the owner's interest (share) in the property is an encumbrance (liability) that remains in effect until the issue of payment is settled.

Again, the right to lien is a statutory right; it is not created by a contractual agreement. However, the right to lien assumes a contractual agreement exists.



Warning

Only those persons who have provided lienable performance at the request of the owner, or someone with authority to act for the owner, have a right to lien.

Lien on Commercial Property

A commercial improvement is any structure or building not used or intended to be used as a residential building, or other improvements to a site on which such a structure or building is to be located.

The lien law statutes for commercial property differ somewhat from

those for residential property. The differences are noted wherever they apply throughout the course.

You will often be asked to provide a waiver of supplier or subcontractor lien rights. This is fine; but do not give away your own lien rights over to an owner until you are paid in full.

Lienable Performance in Construction

Lienable performance refers to any work, materials, equipment, and/or services provided for a construction project.

Qualification of Lienable Performance

Any assertions made about lienable performance have to be qualified. Mere performance does not create lien rights unless other factors are also present.

For example, the claimant will have to prove that the performance rendered was at the request of the owner or the owner's agent. Other issues include:

- Quality of the performance
- How much (extent) of the property is subject to the lien; the lien could attach to the land, the improvement, or both
- Dollar amount of the lien
- Matters of perfection and priority

Providing lienable performance is only one of many steps in the process of enforcing a lien on the property. Other significant factors are discussed in Chapter 2: "Contractual Issues," and in Chapter 3: "Statutory Notice Forms and Requirements."

To prove loss in addition to basic labor and materials, you will have to show detailed records. What loss did you suffer and how does the contract grant you compensation?

Categories of Lienable Performance

For a performance to be lienable it has to fall within specific categories as defined by state statute:

- Labor furnished for an improvement
- Materials furnished for an improvement (including transportation of materials)

- Equipment rental
- Contribution to an employee benefit fund
- Plans, drawings, specifications, and supervision
- Site preparation or development

Generally speaking, these categories define eligibility based on the nature of the work, not on the professional status of the claimant.

Although there are several categories of lienable performance, a claimant does not file separate claims for each category. For example, a claimant who has supplied both materials and labor for a project would file just one lien claim for that project that equaled the value of the total performance given.

A required mediation clause in your contract moves the dispute resolution up to the front of the project instead of the end.



Note

Persons eligible to file a lien claim are clearly defined under your state's lien law statutes.

Without exception, the courts have refused to expand the scope of the statutes to include claimants who do not clearly fall within the designated categories of lienable performance.

Lien for Labor on an Improvement

A lien for labor is available to general contractors or subcontractors who provide such performance for the construction of an improvement on real property.

If the contractors employ laborers, the lien may also be available to the laborers themselves for the amount of their wages or for the reasonable cost of their labor. The laborer may be any of the following:

- An employee of the owner
- An employee of the general contractor
- An employee of the subcontractor
- An independent party under contract with the general contractor or subcontractor

**Note**

Even though a laborer's lien is derived from a contract between the owner and the contractor, the lien is independent of that contractor. Therefore, even if the contractor breached the contract with the owner of the property, the laborer may still be entitled to a lien for the value of the total performance.

In a situation where a lien is claimed by the employer of laborers, it includes not only wages for labor but may also include:

- Travel and subsistence expenses
- Contributions paid by the employer to an employee benefit plan
- Overhead expenses allocated to the work performed
- Reasonable profit on work performed

Although the word *labor* is used in the statutes, the lien is not confined to manual labor. It covers supervision as well as all the other types of work or services, such as:

- Equipment operators
- Off-site fabrication
- Labor for adjustments

Labor also includes supervision and other work or services involved in the process of construction. For example, if an operator is furnished with rental equipment, a right to lien for the value of the operator's labor is created.

Labor for off-site fabrication is also lienable if all of the following conditions are met:

- Materials were ordered by the owner, contractor, or subcontractor for a particular project
- Fabrication was built to order in accordance with specifications
- Fabrication was ultimately incorporated into the improvement

Under certain circumstances, material suppliers may qualify for a labor lien. For example, if the material supplier performs extensive adjustments or corrective work in the course of incorporating the material into the structure, he or she would be eligible for a labor

Part of the business of contracting is telling owners about your lien rights; they should know. In many states the owner **must** be told. Make a point to be businesslike in how you deal with this.

lien. This is true provided that the work needed was not due solely to defects in the material that were the fault of the supplier.



Note

Labor performed on a construction site will only be lienable if it relates directly to the improvement. For example, labor furnished for incidentals, such as the repair of construction equipment, is not lienable.

Lien for Materials

A lien for materials includes the cost of the tangible materials provided at the request of the owner or the owner's agent. It does not include the:

- Extension of credit for the purpose of acquiring the material
- Labor for production of the material
- Cost of transporting the material by the supplier



Note

The general contractor or subcontractor may file a lien for materials intended for construction which were purchased on credit but not yet paid for. The claimant does not have to prove materials have been paid for.

The general contractor's or subcontractor's lien is effective until a lien is filed and foreclosed on by the supplier.

To qualify for a lien for materials, the following conditions usually have to be satisfied:

- Material has to be supplied with the intention of using it in construction on a specified project.
- Material has to be actually delivered to the site. It is not necessary that the claimant makes the delivery.
- Material has to be furnished for incorporation into or consumption in the erection of the structure.
- Materials have to be consumed, used up, or rendered valueless or unusable in the construction process. Tools or appliances that can be used again at the end of a project have not been consumed and therefore are not lienable.

Lawyers would have a hard time making a living if people behaved themselves and kept their promises.

**Warning**

If material was not supplied in reference to a specific project, it will usually be considered a sale of personal property and the seller has no lien rights, even if the material is incorporated into the structure. Invoices and receipts have to show the project site address or some other means of reference.

If the goal of filing a lien is revenge, the result can only be a bad deal.

Lien for Transportation of Materials

Transportation of materials is lienable as off-site labor when materials are transported by someone other than the supplier because the haul is closely related to construction.

**Note**

Hauling charges for materials delivered by the supplier are lienable as part of the cost of the materials.

Lien for Equipment Rental

In most states, the rental lien is subject to a limitation that does not apply to any other lien. The rental dealer is entitled only to a lien for reasonable rental value, even if the claimant has contracted directly with the owner at a higher rate.

**Note**

The lien for rental equipment covers rent due for the equipment. This is an exception to the general rule stating that where the claimant has a contract with the owner, the lien covers the contract price of labor and/or materials.

Lien for Contribution to an Employee Benefit Fund

The lien for contribution to an employee benefit fund is the only lien granted to a person (trustee of the employee(s)) who is not directly involved in the construction.

When contributions to a benefit fund are required on behalf of laborers who performed labor on an improvement, the fund itself will acquire a lien on the improvement for the amount of the contributions due for work performed.

Lien for Plans, Drawings, Specifications, and Supervision

In most states, the lien for plans, drawings, specifications, and

supervision is confined to four professional classes:

- Architect
- Land surveyor
- Landscape architect
- Registered engineer

It is not clear, in most states, whether persons who provide services outside of these professional classes, a designer for example, would be entitled to a labor lien for work performed. It is reasonable to assume that the designer would be entitled to a labor lien for contributions to an improvement.

Architects and other professionals normally set up contracts to clear themselves of liability once the plans and specifications are accepted. The contractor is usually the liable party when a design or a specified detail is rejected or changed by building officials. Your best bet is to settle all liability issues on design prior to accepting a contract.

The lien for architectural and engineering services attaches the structure as well as the land affected by the plans or services provided. The statute permits a lien on the land and the structure, even if the planning or initial work does not result in the planned improvement.

Because a lien for this type of performance attaches to the land, the agreement for services has to be created by the professional and the owner or owner's conventional agent and not by the construction agent. The construction agent has the power to bind the owner for an improvement lien, but not for a land preparation lien.



Note

If the property is an owner-occupied residence, a direct contract with the owner is generally required. A lien is not usually permitted where the services were requested by the agent of the owner without a direct contract.

Learn how to disagree with people without being crazy, rude, crude or silly.

Lien for Site Preparation or Development

A lien on the land itself is permitted for labor, materials, and services that were furnished for the preparation or development of the land itself or of a neighboring street or road.

The distinction between work in preparing the land and work on an improvement on land is not easy to make. Generally, a lien for

preparing the land is confined to work on the land that is intended to increase the land's value or utility for construction purposes at a present or future date.

**Note**

Site preparation is usually defined in these types of words "... excavating, surveying, landscaping, demolition and detachment of existing structures, leveling, filling in, and other preparation of land for construction." Therefore, enhancing the land for other purposes, for example farming, will not be lienable.

If you must argue,
the best way to
win is to start out
by being right.

Legal Principles in Construction Lien Law

Filing a construction lien is the legal right of a person performing work on a qualified property who does not receive payment for that work. As with all legal processes, there are principles that apply specifically to lien law.

Principles of construction lien law are the rules of law that apply to construction liens. These principles act to define procedure and process in completing a successful construction lien.

Performance

Performance means that a contractor has done what was promised in the contract. This performance may be of any described part of the contract that directly and measurably improved a qualified property. Only that performance not compensated for may be claimed in a lien.

Agency

In a lien law case the creation of agency, as well as the terms and extent of the agency, has to be determined. Agency exists when an owner authorizes another to act on his or her behalf. This person who acts on behalf of the owner is called the owner's agent. There are two types of agency:

- Conventional
- Statutory (construction)

Conventional Agency

In a conventional agency, the agent has the authority to make contracts on the owner's behalf. This kind of agency grants the agent the power to bind the owner personally in other contractual agreements as well as to bind the property and/or improvement with a lien.

Conventional agency has three basic characteristics:

- Mutual consent between the owner and agent exists to have this relationship.
- Proof exists that the conventional agent and the owner agreed to the relationship.
- The owner has control and direction over the agent regarding any actions taken by the conventional agent on the behalf of the owner.

Statutory Agency

Statutory agency differs from conventional agency in that:

- A statutory agent does not have the authority to bind the owner personally in other contractual agreements.
- A statutory agent can only bind the owner's property and/or improvement on the property.
- The actions of a statutory agent are not subject to the control and direction of the owner.

In most states, a statutory agent for the owner of a construction project is called a *construction agent*. The construction agent can be a contractor, architect, builder, lessee, vendee, or any other person having charge of any improvement to real property by written authority of the owner.

If your pricing is not accurate you may have difficulty collecting any of your shortage from the owner, unless you show that you sought help from the owner and it was denied. From the moment you discover the mistake, begin a paper trail and notify the owner. Document your efforts to get the owner to help correct the mistake.

A construction (statutory) agent has to have a contract with the owner or the owner's conventional agent. This contractual relationship with the owner (or the owner's conventional agent) is what gives the construction agent the authority to make related subcontracts.

These subcontracts have the effect of binding the owner's property, and/or improvement to the property, but not the owner personally.

If you are given a contract to sign and you do not understand it, either have it reviewed by someone or do not sign it. Never sign what you don't fully understand.

In other words, subcontractors and others providing performance on the project have the right to a lien on the property and/or improvement. However, they do not have the right to sue the owner personally.

It does not matter that the owner benefits from the work or materials provided. Benefit in itself is not enough to bind the owner or the owner's property.

**Note**

The following concept is worth repeating: A general contractor, acting as the statutory agent of the owner, does not have the authority to bind the owner personally.

Any subcontract can only result in a lien upon the property and/or improvement. A lien cannot be against an owner personally but only against the owner's property.

Direct Lien System

Some states have adopted a direct lien system. Under the direct lien system, subcontractors and suppliers have lien rights independent of the original contractor.

This means that a lien could secure or assure payment of the amount owed a claimant regardless of whether:

- The owner has paid the original contractor
- The original contractor has waived any rights
- The original contractor has breached the contract with the owner

In states without a direct lien system, all claimants have to go through the primary contractor or the person originally contracting with the owner.

Lien Attachment

Attachment is a legal term to describe the act of legally securing property for the purpose of obtaining compensation for a debt.

When a lien is filed in court, it is attached to the property by being recorded as an encumbrance to the property. The property records will show a lien attachment, just as it might show a mortgage attached to it.

Making mistakes isn't silly, disregarding them is.

A lien arising out of the construction of an improvement attaches principally to the structure itself. Under some circumstances it may also attach to the underlying land or adjacent land as well, subject to restrictions and limitations.

A lien arising out of the performance for land preparation will attach to the land itself. The contractor who performed the improvement only to the land will not be able to claim a lien on a structure built on the same land later by others.

In many states, a lien attaches to the property and/or improvement from the time construction first began. Once the claimant's lien is perfected (or recorded), it will backdate to the beginning of construction (for issues of priority, see "priority," this section), even if construction began before the claimant's performance was furnished.

The best way to settle a disagreement is on the basis of what's right, not who's right.



Note

The attachment date is an important consideration when determining priority over other interests.

Perfecting a Lien

A claim of lien is perfected when it is filed with the recording officer of the county, or other jurisdiction, in which the improvement or property is located. The statute defines the period within which a claim for lien has to be filed. The period of time is based on the type of performance done.



Tip

A claim of lien is filed to recover the amount of lienable performance. This is the amount a contractor claims was done under the contract and not paid for. (See *Lienable Performance* in the "Quick Reference Tool".)

A lien has to be perfected within a period of time usually not later than 75 days after performance ceases to be furnished, or 75 days after the completion of construction, whichever is earlier. To file a claim of lien, a person has to have done one of the following:

- Furnished labor, materials, transportation of materials, or rental equipment used in the construction of an improvement

- Prepared the lot or furnished rental equipment for preparation of land or improvement of an adjoining street

**Note**

During the balance of this course, we will make reference to time requirements for filing papers and acting to protect your lien rights. States differ in some ways, but generally will use time durations similar to those noted. Check your local requirements if you are filing a lien.

The best way to get rid of your duties is to discharge them.

A lien usually has to be perfected no later than 75 days after completion of construction by every other person claiming a lien. These persons could include:

- Trustee of an employee benefit plan
- Architect
- Landscape architect
- Land surveyor
- Registered engineer

**Note**

For a definition of *completion of construction*, see Chapter 3: "Statutory Notice Forms and Requirements."

Assignment of Lien

The person who is entitled to a lien may not assign or transfer legal rights to the lien before it is perfected. Until the lien is perfected by public recording, it is considered a personal privilege.

A person receiving an unperfected lien receives an unsecured debt that cannot be perfected in his or her own name because he or she was not the provider of the labor or materials.

Priority

In general, construction lien claimants have equal priority. A construction lien on an improvement generally has priority over all recorded mortgages or trust deeds given for construction financing, provided that the necessary notices have been given to the mortgagee (lender).

If proper notice is not given by those claiming construction liens, the mortgagee may have priority over those claims. The recovery amount for those claiming liens could be reduced by the mortgagee's claim amount.

A construction lien for repair or alteration, however, only has priority over mortgages or deeds of trust given to secure a loan made to finance the alteration or repair of an improvement.

**Note**

If the proceeds from a foreclosure sale are not enough to pay all the lien claimants, the proceeds generally will be shared pro rata (proportionately distributed) among all valid lien claimants.

Notification Requirements

Under all state lien law statutes, claimants are required to notify owners and interest holders about the:

- Securing of a right to lien
- Perfection of a lien claim
- Foreclosure of lien claims

Proper notification is essential to a fair and efficient lien system. Construction liens are dependent on this notification for their validity.

**Note**

Careful compliance with the procedures required for the creation and perfection of a lien is important. However, the construction lien statutes are intended to be corrective in nature. Therefore, the courts have held that protection provided for under these statutes will not be undermined if the following conditions are met:

- The claimant provided lienable performance.
 - The claimant's deviation from statutory procedure was a good faith and excusable error.
 - The deviation from statutory procedure was not contrary to statutory purpose or did not prejudice another's right.
-

Many contractors get exactly what is coming to them on their projects, but are disappointed to see what it turns out to be.

The statutory notices and requirements are reviewed in great detail in Chapter 3: "Statutory Notice Forms and Requirements."

Extent of Lien

The extent of the lien, or the amount of real property that falls within the lien, is closely related to the distinction between a lien for performance on the improvement and a lien for performance for the land development or preparation.

Land Preparation

Under most state laws a lien to secure payment for the land or street development attaches to the entire lot. How much land is subject to the lien is dependent upon how much and what portion of the land is required for the convenient use and occupation of the improvement.

For example, the lien on wells extends to the entire property because the wells are intended to benefit the property as a whole. Another example is a lien on farm buildings. The lien extends to the entire lot where the land was used as a farm and to the buildings that were necessary for that use.

Improvement

In contrast to the lien to secure payment for performance for land development or preparation, the lien for improvement attaches to the improvement itself rather than to the property as a whole.

For example, if an owner of a mobile home located on rented land orders (without the land owner's permission) work on the structure, the lien attaches to the mobile home only, not the land.

The land on which the improvement is constructed will only be subject to a lien if the owner of the land caused [requested] the improvement to be constructed.

The landowner who has knowledge of construction on the property will be regarded as having ordered the construction unless a notice of nonresponsibility is posted within three days of obtaining that knowledge. Chapter 3: "Statutory Notice Forms and Requirements" describes this in greater detail.

Well, you did it! You have just completed Chapter 1 which was primarily about the conditions for, and categories of, lienable performance.

Education is what
you get from
reading the small
print in a contract.
Experience is what
you get from not
reading it.

Summary

This chapter began with a discussion of the development of lien law statutes and the legal terms used in them and throughout this course. It identified the kinds of construction lien, explained lienable performance, listed the categories of lienable performance, and outlined each. Lastly, it explained the significant principles of construction lien law.

As you go through the following chapters, keep in mind this simple definition of a lien: a lien is a legal right to have property sold or its value applied to the payment of a claim.

Think of doubt as
an invitation to
think.

A dispute that often results in a lien will deal with an omission. The owner says you did not do all you were supposed to do, and refuses to pay that which is due. Contract documents have to be clear in all aspects of the project, and also have to be clear to the owner. Keep your dispute focused on these documents.
