

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

CITY OF CAPE GIRARDEAU,) ED98654
ex rel., and KLUESNER)
CONCRETERS,)
)
Respondents,) Appeal from the Circuit Court
) of Cape Girardeau County
v.) Case No. 10CG-CC00210
)
JOKERST, INC., and UNITED FIRE &) Honorable Benjamin F. Lewis
CASUALTY COMPANY,)
) Filed: June 11, 2013
Appellants.)

Appellant Jokerst, Inc. (Jokerst), was the general contractor on a construction project, and Respondent Kluesner Concreters (Kluesner) provided concrete work for the project as a subcontractor. The parties disputed the terms of their contract, and the trial court found in favor of Kluesner, ordering Jokerst to pay the balance due on Kluesner’s invoices. Jokerst argues it had paid Kluesner the full lump sum amount of their agreement.

REVERSED IN PART; AFFIRMED IN PART AND IN RESULT.

Division Five Holds: The trial court erroneously declared and applied the law in concluding Jokerst’s use of Kluesner’s bid and subsequent award of the Cape Project created a contract based on the terms contained in Kluesner’s bid. However, the trial court’s judgment contains findings supported by substantial evidence that Kluesner was entitled to recover on its quantum meruit claim. The damages awarded by the trial court are supported by substantial evidence and reflect the reasonable value of the services Kluesner provided. These damages were capable of liquidation, and the trial court did not erroneously apply the law in awarding prejudgment interest.

Opinion by: Gary M. Gaertner, Jr., C.J.
Roy L. Richter, J. and Robert M. Clayton III, J., concur.

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