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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

McGLASS COMPANY, INC.,	)	
Plaintiff-Appellant,	)	
vs.	)	Filed September 30, 1987
HAROLD PIKE CONSTRUCTION CO.,	)	183
Defendant-Appellee.	)	7-186 86-1569

Appeal from the Iowa District Court for Story County (CE 32145), Russell J. Hill, Judge.

The plaintiff has appealed from the district court's ruling. The subcontractor challenges the sufficiency of the evidence to prove that the quality and timeliness of the subcontractor's work had violated the parties' contract or had caused damages to the general contractor. The subcontractor also challenges as inadequate the amount awarded it for certain extra work and materials not covered in the written contract. **AFFIRMED.**

William D. Baker of Baker & Elkin, Des Moines, for the plaintiff-appellant.

Jere C. Maddux of Newbrough, Johnston, Brewer, Maddux & Nadler, Ames, for the defendant-appellee.

Heard by Oxberger, C.J., and Schlegel and Sackett, JJ.

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In this appeal, plaintiff challenges a judgment awarding plaintiff the unpaid portion of a contract and for excess work done, but which also awards a substantial credit to the defendant for damages caused by plaintiff's delay and inadequate performance. We affirm.

This is an equitable proceeding pursuant to Iowa Code § 572.26 (1987), and therefore, our review is de novo. Iowa R. App P. 4; Baird v. Lovell, 344 N.W.2d 574, 575 (Iowa App. 1983). Nevertheless, we give weight to the trial court's finding of fact, particularly when these findings involve a determination of the credibility of witnesses. Iowa R. App. P. 14(f)(7); Robinson v. Loyd, 252 Iowa 1086, 1090, 109 N.W.2d 619, 621 (1961). We also adhere to the principle that a trial court's equitable decree will be affirmed "if the decree can be sustained upon any pleaded basis which is supported by the record, regardless of the basis used by the trial court." Midwest Management Corp. v. Stephens, 353 N.W.2d 76, 78 (Iowa 1984); see also Citizens First National Bank v. Hoyt, 297 N.W.2d 329, 332 (Iowa 1980).

On June 14, 1984, defendant, Pike Construction, and plaintiff, McGlass, entered into a written contract whereby McGlass would supply the glass and materials necessary to install windows in an office complex Pike Construction was building. The negotiations were conducted by Harold Pike for Pike Construction and Skip McDonald for McGlass. These men negotiated extensively prior to and after the written contract was signed. Originally McGlass was not required to supply any break metal, but during the course of the negotiations, Pike agreed to decrease the window size in order to accommodate an offer by McGlass. A reduction in window size would result in a savings of materials and in a cost savings to McGlass. The reduction also created the need for break metal to close the gap between the window and the building and to blend the window frames

into the building. McGlass, through Skip McDonald, agreed to supply this break metal in return for the size reduction.

During the negotiations, Pike Construction stressed to McGlass the importance of completing its performance by November 1, 1984, so Pike Construction could complete the building by its scheduled deadline. The deadline was December 1, 1984, and Pike had several other subcontractors that would begin working after the window installation. McGlass also indicated to Pike that they would be able to complete the job in 3-4 weeks. The contract, however, did not specify a completion date.

At the beginning of September, McGlass was notified that it could take the field measurements necessary to begin work. These measurements were taken by McGlass on September 19, 1984. The measurements revealed irregularities in the window sizes but no mention was made of this until after McGlass left the job site. McGlass was again told of the time factor involved and its importance. Due to a combination of factors, McGlass was delayed in installing the windows. McGlass did not order any materials until after September 19; there was a delay in receiving the materials; the project was under new supervision since McDonald left McGlass in August; and, the break metal had not been installed, and McGlass refused to install it. Pike then installed the break metal at its own cost.

During McGlass's installation, Pike became dissatisfied with McGlass's performance and denied them access to the work place in an attempt to correct the problems. After reconsideration access was again permitted, and McGlass completed performance the first week of December, 1984. McGlass was paid $10,000.00 of the $19,000.00 contract price and brought this action to recover the balance and for payment for work done in installing the front entryway.

Plaintiff argues first that the trial court erred in finding McGlass responsible for supplying the break metal. In construing written contracts, the intent of the parties must control; and except in cases of ambiguity, this is determined by what the contract says. Iowa R. App. P. 14(f)(14). "Extrinsic evidence may be admitted to show that a writing is not an integrated agreement, not completely clear and unambiguous as to the subject matter in dispute, or ambiguous with respect to the lawsuit." Kroblin v. RDR Models, Inc., 347 N.W.2d 430, 433 (Iowa 1984); In re Eickman Estate, 291 N.W.2d 308, 312 (Iowa 1980). To resolve ambiguity, we look at the situation of the parties, their prior negotiations, the attendant circumstances, and the objects they were striving to attain. Kroblin v. RDR Motels, Inc., 347 N.W.2d 430, 433 (Iowa 1984).

The evidence clearly establishes that the parties intended the shop drawings to be part of the contract. The preparation of shop drawings is a normal process in a project of this nature. When looking at the shop drawings and the June 14, 1984 written agreement together, it is unclear who is to supply the break metal. The written agreement does not require McGlass to supply the materials, but the final shop drawing submitted by McGlass and approved by Pike contains a notation indicating that McGlass would supply the materials. Examining the record we find the parties intended McGlass to supply the break metal. During the negotiations Pike and Skip McDonald negotiated a trade-off whereby the window size would be reduced and in return McGlass would supply break metal. Pike also rejected two earlier shop drawings which indicated that others than McGlass would supply the break metal. Because our examination of the record reveals the parties intended McGlass to supply the break metal, we find the trial court was correct in its ruling.

Plaintiff argues next that the trial court erred in finding that plaintiff should have completed performance by November 1, 1984. For time to be of

the essence of a contact, it must be specifically stated. In the absence of such a statement, performance must be rendered within a reasonable time. Smith v. Fort Madison Community School Dist., 334 N.W.2d 701, 704 (Iowa 1983). What is reasonable depends upon the nature of the act, the nature of the contract, and all of the surrounding circumstances. Kelley, Maus & Co. v. Hart-Parr, Co., 137 Iowa 713, 115 N.W.490 (Iowa 1908).

The evidence clearly shows that time was a critical element of the project. Pike Construction had a final completion date of December 1, 1984. Although not specified in the written agreement, Pike made this known to McGlass several times during the negotiating process. McGlass was again notified of the deadline when they came to take field measurements. McGlass indicated they understood the importance of completing performance by November 1, 1984. They, however, did not order any materials until after they had taken measurements, and they did not arrive at the job site until October 15. We find that November 1 was a reasonable deadline, and plaintiff's failure to complete performance was due to problems caused by the plaintiff.

Plaintiff also contends the trial court's award of $1,200.00 to plaintiff for excess work done was inadequate. The trial court awarded $1,200.00 to McGlass for work McGlass performed in installing the front entryway. McGlass had to make several modifications before the job could be completed. Defendant does not challenge this award.

Figures computed by a court can be an approximation and can be based on matters of evidence and common knowledge. Huffman v. Hill, 245 Iowa 955, 65 N.W.2d 205 (Iowa 1954). After reviewing the record, we find that $1,200.00 was a reasonable amount to be awarded for the plaintiff's work. In doing so we give weight to the trial court's findings as to which charges were and were not justified.

Finally, plaintiff argues that its contract award should not have been reduced. The trial court awarded Pike Construction $6,100.00 on its counterclaim for damages arising out of plaintiff's delay and inadequate performance. The court based its award on plaintiff's failure to complete performance by November 1, 1984, for plaintiff's failure to supply the break metal which caused Pike to incur additional costs to winterize the building, and on miscellaneous costs which the court found to have a reasonable value of $1,300.00. We have reviewed the evidence in the record de novo and conclude that Pike Construction should receive $6,100.00 on its counterclaim for damages.

For the foregoing reasons, we affirm the decision of the trial court.

AFFIRMED.