

CM HOMEWORK

Amelco II

1. In Amelco, was Amelco able to prove at trial that the City had breached the contract?
2. Why, according to the Supreme Court was Amelco not able to win under the theory of "abandonment?"
3. Amelco was required to prove 4 elements in its lawsuit for breach of contract (see first sentence of paragraph II.B.1. of decision). Which element could Amelco not prove?
4. Under Amelco (citing Servidone) what elements must a contractor establish in order to use the "total cost method" ("TCM") of damages?
5. Per the Supreme Court, why could Amelco not use the TCM of damages? (P.S. Whose fault is this?)