

STATE OF MICHIGAN
COURT OF APPEALS

CHAMPAGNE-WEBBER, INC.,

Plaintiff-Appellant,

v

WIEGAND TRUCKING CO., INC.,

Defendant-Appellee.

UNPUBLISHED

September 24, 1996

No. 187403

LC No. 95-000349-AZ

Before: Corrigan, P.J., and Jansen and M. Warshawsky,* JJ.

PER CURIAM.

Plaintiff appeals by right the judgment confirming an arbitration award for defendant. The arbitration arose after a dispute between plaintiff, the general contractor in a road construction project with the Michigan Department of Transportation (MDOT), and defendant subcontractor. We affirm.

Plaintiff essentially contends that the arbitrators exceeded their authority. First, plaintiff argues that the arbitrators exceeded their authority by giving a net award to defendant rather than addressing each claim and counterclaim individually. We disagree. An arbitrator exceeds his or her authority when the award violates controlling principles of law or the contract or agreement between the parties. *Gordon Sel-Way, Inc v Spence Brothers, Inc*, 438 Mich 488, 496-497; 475 NW2d 704 (1991); *DAIIE v Gavin*, 416 Mich 407, 433-434; 331 NW2d 418 (1982). Arbitrators need not make detailed findings of fact. *Risman v Granader*, 107 Mich App 453, 456; 309 NW2d 562 (1981). Further, although the contract between plaintiff and defendant provides a detailed method of calculating the payment due to defendant, an arbitration award need not explicitly set forth the various calculations involved. Because it is not clear from the face of the award that the arbitrators made a substantial and material error of law¹ in calculating the net award, this Court will not disturb it. *Gordon Sel-Way, supra* at 497.

Plaintiff also argues that the arbitrators failed to address all the contractual disputes between plaintiff and defendant despite an earlier ruling that they would resolve all pending disputes. Specifically, plaintiff argues that the arbitrators failed to establish a structure for allocating plaintiff's possible recovery

* Circuit judge, sitting on the Court of Appeals by assignment.

of delay damages from MDOT. This claim does not provide grounds for vacating the award. Neither plaintiff nor defendant specifically requested the arbitration panel to resolve this claim. The parties were not contractually required to raise all disputes in the same arbitration proceeding. Further, plaintiff fails to cite any legal authority for the proposition that an arbitrator must resolve all existing or potential disputes in a single proceeding or must adhere to the terms of all previous rulings. Plaintiff has thus abandoned this claim. *Davenport v G P Farms Zoning Bd*, 210 Mich App 400, 405; 534 NW2d 143 (1995).

We reject plaintiff's next argument. The arbitrators did not exceed their authority by noting that any future dispute over delay damages awarded to plaintiff by MDOT would be resolved by arbitration and suggesting that any such dispute be submitted to the same panel. The parties were contractually bound to arbitrate any disputes arising from the subcontract. The arbitrators simply noted this fact and recommended re-assignment to them to promote efficiency. This non-binding, practical recommendation did not create any new obligations and did not exceed the arbitrators' authority.

Plaintiff next contends that the arbitrators exceeded their authority by allowing defendant to claim more damages than it requested in its initial demand. The arbitration agreement between these parties was broadly written. An arbitrator may make any just award not explicitly precluded by the terms of the contract between the parties or the arbitration agreement itself. *Gordon Sel-Way, supra* at 497. Further, under the Arbitration Association of America Construction Industry Arbitration Rules governing this arbitration, either party may submit a new or different claim with the consent of the arbitrators. Thus, the arbitrators were explicitly authorized to consider additional or different claims presented by either party.

Finally, plaintiff argues that the arbitration award should be vacated for ambiguity because it fails to specify the party responsible for pursuing or paying for the pursuit of any claims against MDOT. However, the parties did not seek resolution of this issue. Further the contract does not allow defendant to seek delay damages directly from MDOT. The contract itself thus resolves the ambiguity regarding the party pursuing claims against MDOT. The arbitrators' findings are sufficiently specific to demonstrate clearly the scope of the award. See *DAIIE v Ayvazian*, 62 Mich App 94, 102; 233 NW2d 200 (1975). Thus, the trial court did not err in confirming the award on this basis.

Affirmed.

/s/ Maura D. Corrigan
/s/ Kathleen Jansen
/s/ Meyer Warshawsky

¹ Because the parties' contract is considered the law of the case, *Gordon Sel-Way, supra* at 496, an award that violates the terms of the parties' contract is based on an error of law.