IN THE COURT OF APPEALS OF IOWA

No. 1-936 / 11-0436
Filed January 19, 2012

GENE GESSNER, INC.
        Plaintiff-Appellant,

vs.

NOVAK DESIGN GROUP, P.L.C.,
        Defendant-Appellee.
_____

        Appeal from the Iowa District Court for Johnson County, Fae Hoover-Grinde, Judge.

        Plaintiff appeals the district court order in regard to two agreements with defendant. **AFFIRMED.**

        Joseph A. Happe of Davis Brown Law Firm, Des Moines, for appellant.

        Vernon P. Squires of Bradley & Riley, P.C., Cedar Rapids, for appellee.

        Considered by Danilson, P.J., and Tabor and Mullins, JJ.

DANILSON, P.J.

Plaintiff Gene Gessner, Inc. appeals the district court order in regard to two agreements with defendant Novak Design Group, P.L.C., in which the court awarded $1898.87 in damages to Gessner on its claims against Novak Design Group, and awarded $28,012.50 in damages to Novak Design Group on its counterclaim against Gessner. This case was initiated following Gessner's abandonment of several projects involving the construction of a health services building and parking ramp in Johnson County for which Gessner was to perform engineering consulting and design services for Novak Design Group. Novak Design Group does not appeal the court's order. However, Gessner contends the district court's damage awards are not supported by substantial evidence.

After a careful review of the record, we find substantial evidence to support the findings made by the district court, and we affirm. *See* Iowa Ct. R. 21.29(1)(*b*) and (e). We add only that Gessner's claim for services rendered for the parking ramp was premised upon implied-in-fact and implied-in-law contract theories and not upon an oral contract for $21,900. Thus, the district court was not required to begin its analysis for the value of Gessner's partial performance on the basis of the $21,900 proposal. The proper measure of recovery for an implied contract is the reasonable value of the services rendered and materials furnished. *Olberding Const. Co., Inc. v. Ruden*, 243 N.W.2d 872, 875 (Iowa 1976).

AFFIRMED.