

Albert Buzzetti & Associates, L.L.C.  
467 Sylvan Avenue  
Englewood Cliffs, N.J. 07632  
(201) 816-3733  
Attorneys for the Plaintiff,  
Vanore Electric, Inc..

**VANORE ELECTRIC, INC.**

Plaintiff,

v.

**TURCO GOLF, INC., COUNTY OF  
UNION, COUNTY OF UNION BOARD  
OF CHOSEN FREEHOLDERS, and  
WESTCHESTER FIRE INSURANCE  
COMPANY**

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY  
CIVIL ACTION

DOCKET NO.

**UNNL 1333 12**

**COMPLAINT AND JURY DEMAND**

The Plaintiff, Vanore Electric, Inc., by and through its attorneys, Albert Buzzetti & Associates, LLC complains of the Defendants, Turco Golf, Inc., County of Union, County of Union Board of Chosen Freeholders, and Westchester Fire Insurance Company as follows:

#### ALLEGATIONS COMMON TO ALL COUNTS

1. The Plaintiff, Vanore Electric, (hereinafter the "Plaintiff") is now, and at all times mentioned in this Complaint, a domestic corporation with a principle place of business at 375 North Street, Teterboro, NJ, duly licensed by the State of New Jersey to perform the work alleged in the Complaint.

2. Defendant, Turco Golf, Inc., (hereinafter the "Turco") is a New York corporation, who has obtained a Business Registration Certificate in the State of New Jersey, and has authorized service of process on Lawrence P. Turco at the address of Turco Golf, Inc., C/o Lawrence P. Turco, 51 Crocker Mansion Dr., Mahwah, NJ, 07430. Turco is the general

contractor for the construction of a park located in Union County.

3. Defendant, County of Union, is a New Jersey County that owns the property located at 1600 Cooper Road, Scotch Plains, New Jersey. Pursuant to N.J.S.A. 2A:44-139, the County of Union is being named as a party in this action.

4. Defendant, County of Union Board of Chosen Freeholders, holds the performance bond for the construction project located at 1600 Cooper Road.

5. Defendant, Westchester Fire Insurance Company, is a Pennsylvania corporation which executed a surety bond, binding itself, along with Turco, to the plaintiff pursuant to the after-mentioned Notice of Lien Claim filed by the Plaintiff in connection with the after-mentioned County Project located at 1600 Cooper Road, Scotch Plains, New Jersey.

6. On or about July 26, 2011, the Plaintiff and Defendant, Turco entered into a written agreement (hereinafter referred to as the "subcontract"), by which the Plaintiff agreed to furnish certain labor, services, equipment and materials for a County Project known as "Ponderosa Farm Park" and hereinafter referred to as the "Project" located at 1600 Cooper Road, Scotch Plains, New Jersey, for an agreed contract price of \$203,570.51, excluding allowances, plus those additional sums as the parties would determine as the price for extra work, all of which Defendant, Turco agreed to pay. A true and correct copy of the subcontract is attached to this Complaint as **Exhibit A**.

7. During the period of July 26, 2011 through October 11, 2011 (last day of work), pursuant to the Agreement and at Defendant, Turco's special request, the Plaintiff furnished labor, services, equipment and materials used and intended to be used in the work of improvement on the park, including extra work having an agreed price and reasonable value of \$117,551.97.

8. The Plaintiff has performed all conditions and covenants to be performed on its part under the agreement and has completed all work performed by it correctly and in a good and workmanlike manner.

9. Such work included work performed pursuant to change orders that Defendant, Turco required the Plaintiff to proceed on despite the lack of a signed Change Order.

10. Defendant, Turco unreasonably failed to provide the signed Change Orders to the Plaintiff, despite the fact that Turco received approval for such Change Orders from the County of Union and a modification of its scope of work was agreed to by the County of Union.

11. The labor, services, equipment and materials furnished thus far by the Plaintiff to the Defendants have a reasonable value of \$117,551.97, which the Defendants agreed to pay.

12. As of the date of this Complaint, the Defendants have not paid the Plaintiff for any of the work completed despite due demand for payment.

13. Accordingly, an unpaid balance for work performed by the Plaintiff remains in the amount of \$117,551.97.

**COUNT ONE  
MUNICIPAL MECHANIC'S LIEN FORECLOSURE**

1. Plaintiff incorporates by reference the Allegations Common to all Counts as though fully set forth in this count.

2. On November 29, 2011, Plaintiff duly caused a Notice of Lien Claim, to be:

a. Hand delivered to Nicole DiRado, CMC, MPA, Clerk of the Board of

the Union County Board of Chosen Freeholders who accepted service on behalf of the Board of Chosen Freeholders and on behalf of the County of Union;

- b. Hand delivered to Joyce Runfola who accepted service on behalf of the Office of County Counsel;
- c. Hand delivered the notice to the Union County Department of Parks and Community Renewal; and
- d. Delivered the notice to Turco via certified mail.

A true and correct copy of Plaintiff's Municipal Mechanic's Lien Claim is attached to this Complaint as **Exhibit B**.

3. The Plaintiff has performed labor and provided materials at the Project and there remains due \$117,551.97, which Defendant, Turco has wrongfully refused to pay despite due demand for same.

4. The Plaintiff has been damaged as a result of the failure of Defendant, Turco to pay for labor and materials furnished already in the amount of \$117,551.97.

**WHEREFORE**, the Plaintiff demands judgment against the defendants for the following relief:

1. Foreclosing on the municipal mechanic's lien;
2. Directing the County of Union to pay Plaintiff, Vanore, the sum of \$117,551.97 for unpaid work performed by Vanore Electric from amounts due or which are to become due to Defendant, Turco, including pre- and post-judgment interest;
3. Ordering Defendants Turco and Westchester Fire Insurance Company to pay Vanore's reasonable attorneys' fees associated with the filing of this Complaint; and

4. For such other relief that this Court deems just and equitable.

**COUNT TWO  
BREACH OF CONTRACT**

1. The Plaintiff incorporates by reference the Allegations Common to all Counts and the Allegations set forth in Count one as though fully set forth in this Count.

2. On July 27, 2011, Defendant, Turco accepted the Plaintiff's Proposal for work to be completed by Vanore Electric at Ponderosa Farm Park in the total amount of \$203,570.51. (Exhibit "A").

3. The Plaintiff submitted an "Application and Certificate for Payment" on September 8, 2011 in the amount of \$43,796.87. This amount went unpaid by Turco but the Plaintiff continued to work on the project.

4. The Plaintiff submitted a second "Application and Certificate for Payment" on September 30, 2011 in the amount of \$67,877.50. This amount went unpaid by Turco as well.

5. Defendant, Turco breached the agreement, in that it failed to pay the Plaintiff any monies due under the contract for work performed by the Plaintiff, and there is now due, owing and unpaid the sum of \$117,551.97, together with interest at the legal rate.

6. Defendant, Turco breached the agreement on October 5, 2011 in that it failed to pay the Plaintiff and improperly terminated the contract before performance was complete by the Plaintiff.

**WHEREFORE**, the Plaintiff, demands judgment against Defendants, Turco and Westchester Fire Insurance Company for:

1. Compensatory damages including but not limited to damages in the amount of \$117,551.97 for work already performed in accordance with the schedule of

- agreed upon values plus lost profits, together with interest;
2. Cost of this action and attorneys' fees; and
  3. For such other relief that the Court deems just and equitable.

**COUNT THREE  
QUANTUM MERUIT**

1. The Plaintiff incorporates by reference the Allegations Common to all Counts and the Allegations set forth in Counts One and Two as though fully set forth in this Count.

2. The Plaintiff provided labor and materials pursuant to the subcontract at the request of and for the benefit of Defendants, Turco and the County of Union.

3. Defendants, Turco and the County of Union have benefited from and made use of the labor and materials provided by the Plaintiff for their own benefit and purpose.

4. The fair value of the labor, materials and services provided by the Plaintiff for the benefit of Defendants, Turco and the County of Union and for which payment has not been received is in the amount of \$117,551.97 exclusive of interest.

5. The Defendants would be unjustly enriched if permitted to retain the benefit without payment for same.

**WHEREFORE**, the Plaintiff demands judgment against all of the Defendants as follows:

1. Compensatory Damages including but not limited to damages in the amount of \$117,551.97, together with interest, costs of this action and attorney fees to the extent permitted by law; and
2. For such other relief that this Court deems just and equitable.

**COUNT FOUR  
PROMISSORY ESTOPPEL**

1. The Plaintiff incorporates by reference the Allegations Common to all Counts and the Allegations set forth in Counts One, Two and Three, as though fully set forth in this Count.

2. The Plaintiff, in good faith, reasonably relied on the agreement and promises made by Defendant, Turco and in consideration thereof, the Plaintiff continued to perform its work to provide Turco with the labor and materials requested in connection with the Project, despite failure of Turco to pay the Plaintiff for the work performed and despite the Plaintiff's right to stop work for non-payment.

3. The Plaintiff reasonably relied on the Defendant, Turco's repeated and specific promises to pay and reimburse the Plaintiff for work performed and reimburse the Plaintiff for additional costs incurred due to change orders requested by Defendant, Turco.

4. The Plaintiff relied on Defendant, Turco's repeated and specific promises to pay and reimburse the Plaintiff for the work performed to the Plaintiff's detriment.

5. The Plaintiff has incurred substantial damages in at least the sum of \$117,551.97.

6. Defendants, Turco and Westchester Fire Insurance Company are liable to the Plaintiff under the doctrine of promissory estoppel for all damages incurred by the Plaintiff by reason of the foregoing promises and the Plaintiff's detrimental reliance on same.

**WHEREFORE**, the Plaintiff hereby demands judgment against Defendants, Turco and Westchester Fire Insurance Company as follows:

1. Consequential and incidental damages; and
2. For judgment estopping the Defendants from asserting any position contrary to



their obligations to pay the Plaintiff directly as alleged in this complaint, and

3. For interest, attorneys' fees, costs of suit; and
4. For such other relief that this Court deems just and equitable.

#### COUNT FIVE UNJUST ENRICHMENT

1. The Plaintiff incorporates by reference the Allegations Common to All Counts and the Allegations set forth in Counts One through Four, as though fully set forth in this Count.

2. The Plaintiff conferred the benefit of its labor, services, equipment and materials upon Defendants, Turco and the County of Union.

3. Defendant, Turco appreciated the benefit of and was enriched by the Plaintiff's work in that Turco was compensated by the County of Union for the work performed by the Plaintiff and Plaintiff's work allowed Turco to secure and meet its obligation to the County of Union.

4. Defendant, County of Union appreciated the benefit of and was enriched by the Plaintiff's work in that it accepted and realized the benefit of the substantial improvements the Plaintiff made to the 1600 Cooper Road property.

5. The Defendants have not paid the Plaintiff for any of the work it completed.

6. The fair value of the labor, materials and services provided by the Plaintiff for the benefit of the Defendants and for which payment has not been received is in the amount of \$117,551.97 exclusive of interest.

7. The acceptance and retention of the benefits conferred upon the Defendants by the Plaintiff without the payment of value would be highly inequitable and would result in



unjust enrichment.

**WHEREFORE**, the Plaintiff demands judgment against all of the Defendants as follows:

1. Compensatory Damages including but not limited to damages in the amount of \$117,551.97, together with interest, costs of this action and attorney fees to the extent permitted by law; and
2. For such other relief that this Court deems just and equitable.

**COUNT SIX  
MUNICIPAL MECHANIC'S LIEN FORECLOSURE AND DAMAGES**

1. The Plaintiff incorporates by reference the Allegations Common to all Counts and the Allegations set forth in Counts One through Five, as though fully set forth in this Count.

2. On or about December 14, 2011, Westchester Fire Insurance Company executed a surety bond, binding itself to pay the Plaintiff, pursuant to the aforementioned Notice of Lien Claim, any amount up to and including \$117,551.97, for any judgment rendered against Defendant, Turco, in favor of the Plaintiff, in connection with the Project.

3. The Plaintiff has performed labor and provided materials at the Project and there remains due \$117,551.97, which Defendant, Turco has wrongfully refused to pay despite due demand for same.

4. The Plaintiff has been damaged as a result of the failure of Defendant, Turco to pay for labor and materials furnished already in the amount of \$117,551.97.

5. For the reasons set forth herein, the Plaintiff has been further damaged by the actions of Defendant, Turco.

**WHEREFORE**, the Plaintiff demands judgment against the Defendants for the following relief:

1. Foreclosing on the municipal mechanic's lien;
2. Directing Westchester Fire Insurance Company to pay the Plaintiff the sum of \$117,551.97 for unpaid work and compensatory and incidental damages together with pre and post judgment interest which are due or are to become due to the Plaintiff;
3. Ordering Defendants, Turco and Westchester Fire Insurance Company to pay the Plaintiff's reasonable attorneys' fees and costs; and
4. For such other relief that this Court deems just and equitable.

Albert Buzzetti and Associates, LLC  
Attorneys for the Plaintiff, Vanore  
Electric, Inc.

Dated: March 28, 2012

By:

\_\_\_\_\_  
Albert Buzzetti, Esq.

**NOTICE OF OTHER ACTIONS PURSUANT TO R. 4:5-1**

I certify that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding and that no other action or arbitration proceeding is contemplated. I know of no other parties who should be joined in the action.

Albert Buzzetti and Associates, LLC  
Attorneys for the Plaintiff, Vanore  
Electric, Inc.

Dated: March 28, 2012

By:

\_\_\_\_\_  
Albert Buzzetti

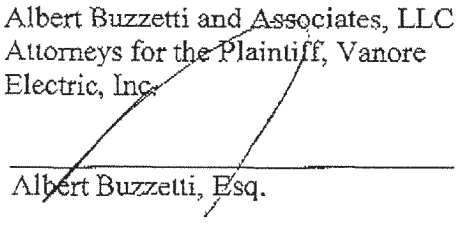
**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Albert Buzzetti, Esq., is hereby designated as trial counsel for Plaintiff in the within matter.

Albert Buzzetti and Associates, LLC  
Attorneys for the Plaintiff, Vanore  
Electric, Inc.

Dated: March 28, 2012

By:

  
\_\_\_\_\_  
Albert Buzzetti, Esq.

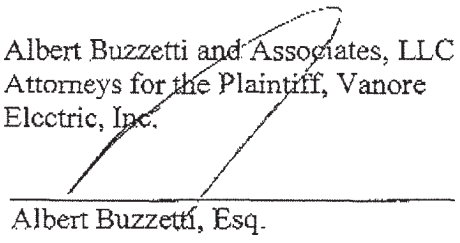
**JURY DEMAND**

The Plaintiff hereby demands trial by jury as to all matters triable as of right by jury.

Albert Buzzetti and Associates, LLC  
Attorneys for the Plaintiff, Vanore  
Electric, Inc.

Dated: March 28, 2012

By:

  
\_\_\_\_\_  
Albert Buzzetti, Esq.

**EXHIBIT A**

Express down  
2/26/11

# Vanore Electric Inc. Proposal

BRIAN VANORE ELECTRIC  
INC

375 North Street ♦ Teterboro ♦ NJ ♦ 07608 ♦ NJ License #6787 ♦ (201) 342-1450 ♦ Fax (201) 342-1452

Date: 1/28/11 Fax:  
Proposal To: All Bidders Phone:  
Job: Ponderosa Farm Park (Revised)

**PROPOSAL:** We are pleased to quote the following for the above referenced project, which includes the following:


All Electrical work shown on plans E-1, E-2, E-3, E-4, and E-5 dated 10/26/10 by T&M Associates and including all Addendums 1 thru 4 as follows: (see breakdown)

- Item # 72 Electric Service ..... \$ 157,755.34
- Item # 73 Electric Utility Service Allowance ..... \$ 20,000.00
- Item # 74 Site Lighting ..... \$ 23,912.66
- Item # 108 Restroom Bldg Electrical ..... \$ 7,800.00
- Item # 109 Maintenance Bldg Electrical ..... \$ 14,100.90

**Exclusions & Clarifications**

- Excavation and concrete work not included
- HVAC equipment wired only supplied by others
- S1 & S2 poles supplied, installed, and wired by PSE&G
- Service wiring by PSE&G under Item 73
- Foundations not included (concrete)
- Permit fees or Utility fees
- Engineering, location survey, as built drawings
- All work must be awarded to one contractor

  
Vanore Electric Inc.

  
T&M Associates Inc 2/26/11



375 North Street ♦ Teterboro ♦ NJ ♦ 07608 ♦ NJ License #6787 ♦ (201) 342-1450 ♦ Fax (201) 342-1452

Ponderosa Park, Union NJ

### Scope of Work

- Supply and install 2-5" PVC conduits from pole to transformer (Wire by PSE&G )
- Install 2-3" PVC conduits and wire (per Addendum) from transformer to Restroom
- Install 2" PVC conduit and wire (per Addendum) from transformer to Maintenance Bldg
- Install 4-4" PVC conduits from pole to Restroom with pull string
- Install two (2) PennCell type hand holes where needed
- Install 2" PVC conduit only for site lighting by PSE&G
- Install 1" PVC conduit and wire for Bollards type S3
- Supply and install Bollards (base not included)
- Install PVC conduit and wire for Spray Park
- Complete wiring of Maintenance Bldg including fixtures, meter, panel, devices, and wiring for HVAC Equipment
- Complete wiring of Restrooms including fixtures, meter, panel, devices, and wiring for exhaust system

### The following is not included:

- Concrete bases for all site lighting
- Excavation and backfill
- Permits or Utility fees
- Supply and installation of HVAC equipment
- Concrete pad for PSE&G transformer
- S1 & S2 poles (supplied by PSE&G)
- All primary wiring and pole wiring
- Engineering, location survey, as built drawing

Laura P. Ho 7/26/14

375 North Street ♦ Teterboro ♦ NJ ♦ 07608 ♦ NJ License #6787 ♦ (201) 342-1450 ♦ Fax (201) 342-1452

# Vanore Electric Inc. Proposal

375 North Street ♦ Teterboro ♦ NJ ♦ 07608 ♦ NJ License #6787 ♦ (201) 342-1450 ♦ Fax (201) 342-1452

Breakdown of above items:

Conduit .....	Material \$ 10,229.72
	Labor \$ 105,777.38
Wire .....	Material \$ 27,248.34
	Labor \$ 15,054.82
Fixtures and Misc. ....	Material \$ 21,048.00
	Labor \$ 2,309.76
Restrooms .....	Material \$ 14,097.60
	Labor \$ 3,606.11
Maintenance Bldg. ....	Material \$ 1,506.00
	Labor \$ 2,692.79

Total Contract .....\$ 203,570.51  
(excluding allowances)

*humb*

TURCO GOLF, INC 7/26/11  
LARRY TURCO

please proceed with work AS STATED.  
A contract will follow.

please provide us with a certificate of  
insurance naming TURCO GOLF, INC AS  
Additional insured

*Larry Turco*



# AIA<sup>®</sup> Document A401<sup>™</sup> – 2007

## Standard Form of Agreement Between Contractor and Subcontractor

**AGREEMENT** made as of the 26th day of July in the year 2011  
(In words, indicate day, month and year.)

**BETWEEN** the Contractor:  
(Name, legal status, address and other information)

Turco Golf, Inc  
212 Orange Avenue  
Suffern, New York 10901

Telephone Number: (845) 357-9300  
Fax Number: (845) 357-0966

and the Subcontractor:  
(Name, legal status, address and other information)

Vanore Electric, Inc.  
375 North Street  
Teterboro, New Jersey 07608  
Telephone Number: (201) 342-1450  
Fax Number: (201) 342-1452

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated:

with the Owner:  
(Name, legal status, address and other information)

Union County Board of Freeholders  
UC Administration Building, 3rd Floor  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Telephone Number: (908) 527-4130  
Fax Number: (908) 558-2548

for the following Project:  
(Name, location and detailed description)

Construction of Ponderosa Farm Park at 1600 Cooper Road, Scotch Plains, NJ

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:  
(Name, legal status, address and other information)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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T&M Associates  
Eleven Tindall Road  
Middletown, New Jersey 07748

Telephone Number: (732) 671-6400

The Contractor and the Subcontractor agree as follows.

1. The Subcontractor agrees to complete all Electrical Installations for the above mentioned project as per Plan sheets #1 thru #45 designed by T & M Associates, and Sheet GN-1, and Sheets A-01 thru A-03 designed by T and M Associates of the Project Plans and Project Specifications. *ONLY AS STATED IN PROPOSAL BY VANORE*
2. All Work Operations included in Article "A" – Signed Contract Proposal
3. All Work under Article "B" – Insurance
4. All work under Article "C" – Insurance, Indemnification and Safety Agreement
5. As per Addendum # 1, 2, 3 & 4, including Clarification #1
6. All wages as per the attached New Jersey Prevailing Wage Schedule
7. Certified Payroll Reports are to be submitted to Turco Golf, Inc. on a weekly basis
8. All Certified Payrolls should be submitted every Monday for the prior week to Bill Weber, CFO, Turco Golf, Inc. @ [bill@grasskeepers.net](mailto:bill@grasskeepers.net)
9. ~~15%~~ <sup>5%</sup> Retainage will be withheld from each payment.
10. ~~5%~~ <sup>3%</sup> retainage will be released upon all Punch List Items are Deemed complete by T and M Associates. Balance will be released (7) Business days after payment is made by owner. *FOR FINAL ELECTRIC*

Init.

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TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	MEDIATION AND BINDING DISPUTE RESOLUTION
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PROGRESS PAYMENTS
12	FINAL PAYMENT
13	INSURANCE AND BONDS
14	TEMPORARY FACILITIES AND WORKING CONDITIONS
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

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## ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

## ARTICLE 3 CONTRACTOR

### § 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

### § 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

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**§ 3.3 CLAIMS BY THE CONTRACTOR**

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

**§ 3.4 CONTRACTOR'S REMEDIES**

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

**ARTICLE 4 SUBCONTRACTOR**

**§ 4.1 EXECUTION AND PROGRESS OF THE WORK**

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

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**§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. ~~The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.~~

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

**§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES**

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

**§ 4.4 CLEANING UP**

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

#### § 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### § 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

#### ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time



by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

## ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

### § 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)*

- [ X ] Arbitration pursuant to Section 6.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other: *(Specify)*

### § 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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8

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

### § 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

### § 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor within 10 days of written notice.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

1. cease operations as directed by the Contractor in the notice;
2. take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred

### § 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

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9

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

#### § 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

#### ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

*(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)*

The Completion of All Electrical Installations as per Sheets No. 1 through No. 45, Sheets GN-1, A-01 through A-03, Project Specifications, Addenda, and Clarification. *AS STATED IN PROPOSAL BY VANOFF*

#### ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

N/A

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than 10/1/11 <sup>?</sup>  
*(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)*

Portion of Work	Substantial Completion Date
Electrical Installations	10/1/11 <sup>?</sup>

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

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10



§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

#### ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of Two Hundred Three Thousand Five Hundred Seventy Dollars and Fifty one Cents (\$ 203,570.51 ), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:  
*(Insert the numbers or other identification of accepted alternates.)*

N/A

§ 10.3 Unit prices, if any:  
*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 10.4 Allowances included in the Subcontract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
N/A	N/A

#### ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.3 Provided an application for payment is received by the Contractor not later than the 15th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

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11

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

#### § 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

#### ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not

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pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

*(Insert provisions for earlier final payment to the Subcontractor, if applicable.)*

Supply all ~~necessary~~ ~~As-Built~~ ~~drawings~~ ~~required~~ ~~for~~ ~~project~~ ~~closeout~~.

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

#### ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
N/A	N/A

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:  
*(If the Subcontractor is to furnish bonds, insert the specific requirements here.)*

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
N/A	N/A	N/A	N/A

#### § 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

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§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

**§ 13.9 WAIVERS OF SUBROGATION**

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS**

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)
N/A	N/A

§ 14.2 Specific working conditions:

*(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)*

N/A

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents. All Garbage Generated by each Trade must supply all dumpster for removal of Debi. All work areas are to be Broom Swept Daily. All Employees working on this project must Sign in Daily at our Jobsite Office Trailer.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

N/A % N/A

§ 15.3 Retainage and any reduction thereto are as follows:

5%  
18% Retainage

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

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**ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS**

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
N/A	N/A

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

*(List here any additional documents that are intended to form part of the Subcontract Documents.*

*- Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*

*VANORE ELECTRIC, INC. PROPOSAL DATED*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
CONTRACTOR (Signature)

Dennis Turco, President, Turco Golf, Inc.

(Printed name and title)

\_\_\_\_\_  
SUBCONTRACTOR (Signature)

Brian Vanore, Vanore Electric, Inc.

(Printed name and title)

## **Additions and Deletions Report for AIA<sup>®</sup> Document A401<sup>™</sup> - 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:48:20 on 08/25/2011.

PAGE 1

**AGREEMENT** made as of the 26th day of July in the year 2011

...

Turco Golf Inc  
212 Orange Avenue  
Suffern, New York 10901

Telephone Number: (845) 357-9300  
Fax Number: (845) 357-0966

...

Vanore Electric, Inc.  
375 North Street  
Teterboro, New Jersey 07608  
Telephone Number: (201) 342-1450  
Fax Number: (201) 342-1452

...

Union County Board of Freeholders  
UC Administration Building, 3rd Floor  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Telephone Number: (908) 527-4130  
Fax Number: (908) 558-2548

...

Construction of Ponderosa Farm Park at 1600 Cooper Road, Scotch Plains, NJ

PAGE 2

T&M Associates  
Eleven Tindall Road  
Middletown, New Jersey 07748

Telephone Number: (732) 671-6400

...

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The Contractor and the Subcontractor agree as follows.

1. The Subcontractor agrees to complete all Electrical Installations for the above mentioned project as per Plan sheets #1 thru #45 designed by T & M Associates, and Sheet GN-1, and Sheets A-01 thru A-03 designed by T and M Associates of the Project Plans and Project Specifications. *AS STATED IN PROPOSAL BY VANORE*
2. All Work Operations included in Article "A" – Signed Contact Proposal
3. All Work under Article "B" – Insurance
4. All work under Article "C" – Insurance, Indemnification and Safety Agreement
5. As per Addendum # 1, 2, 3 & 4, including Clarification #1
6. All wages as per the attached New Jersey Prevailing Wage Schedule
7. Certified Payroll Reports are to be submitted to Turco Golf, Inc. on a weekly basis
8. All Certified Payrolls should be submitted every Monday for the prior week to Bill Weber, CFO, Turco Golf, Inc. @ bill@grasskeepers.net
9. <sup>5</sup>15% Retainage will be withheld from each payment.
10. <sup>3%</sup>5% retainage will be released upon all Punch List Items are Deemed complete by T and M Associates. Balance will be released (7) Business days after payment is made by owner. *FOR ELECTRICAL FINAL*

PAGE 8

Arbitration pursuant to Section 6.3 of this Agreement

PAGE 9

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the ~~Subcontractor~~ Subcontractor within 10 days of written notice.

...

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

PAGE 10

The Completion of All Electrical Installations as per Sheets No. 1 through No. 45, Sheets GN-1, A-01 through A-03, Project Specifications, Addenda, and Clarification. *AS STATED IN PROPOSAL BY VANORE*

...

N/A

...

§ 9.3 The Work of this Subcontract shall be substantially completed not later than 10/1/11 ?

...

Electrical Installations

10/1/11

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Hear Notice  
#4707 P.045 / 058

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PAGE 11

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of Two Hundred Three Thousand Five Hundred Seventy Dollars and Fifty one Cents (\$ 203,570.51), subject to additions and deductions as provided in the Subcontract Documents.

...

N/A

...

N/A

N/A

N/A

...

N/A

N/A

...

N/A

§ 11.3 Provided an application for payment is received by the Contractor not later than the 15th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

PAGE 13

~~Supply all necessary As-Built drawings required for project closeout~~

...

N/A

N/A

...

N/A

N/A

N/A

N/A

PAGE 14

N/A

N/A

...

N/A

...

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents. All Garbage

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Generated by each Trade must supply all dumpster for removal of Debi. All work areas are to be Broom Swept Daily.  
All Employees working on this project must Sign in Daily at our Jobsite Office Trailer.

*DUMPSTER PROVIDED BY GC.*

...

N/A % N/A

...

*50%*  
15% Retainage

PAGE 15

N/A

N/A

...

Dennis Turco, President, Turco Golf, Inc.

Brian Vanore, Vanore Electric, Inc.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Adam S. Horton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:48:20 on 08/25/2011 under Order No. 2988475710\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A401™ – 2007 – Standard Form of Agreement Between Contractor and Subcontractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

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**EXHIBIT B**



# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*  
JOHN F. GOLDEN \*  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR. \*  
CRAIG A. SQUITIERI \*

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644

2 PENN PLAZA, SUITE 1500, NEW YORK, NY 10121  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR \*  
NY BAR †

November 28, 2011

Via Hand Delivery  
The County of Union  
Administration Building, 6<sup>th</sup> Floor  
10 Elizabethtown, Plaza  
Elizabeth, New Jersey 07207  
Attn: Board Clerk: Nicole L. DiRado

The Union County Board of Chosen Freeholders  
Administration Building, 6<sup>th</sup> Floor  
10 Elizabethtown, Plaza  
Elizabeth, New Jersey 07207  
Attn: Board Clerk: Nicole L. DiRado

The Union County Department of Parks and Community Renewal  
10 Elizabethtown Plaza,  
Elizabeth, NJ 07207  
Attn: Ron Zuber, Deputy Director

Union County Clerk's Office  
Union County Courthouse  
2 Broad Street  
Elizabeth, NJ 07207  
Attn: Joanne Rajoppi, County Clerk

Re: The Ponderosa Farm Project  
Contract Between Turco Golf, Inc. And the County of Union\Board of Chosen  
Freeholders  
Our Client\The Lien Claimant: Vanore Electric, Inc.  
Property Address: Block No. 12201, Lots 3, 27.07 and 28 on the Tax Map of the  
Township of Scotch Plains, N.J. a.k.a. 1600 Cooper Road, Scotch Plains, New  
Jersey  
Our File No.: 10654

Ladies and Gentlemen:

Vanore Electric, Inc. is entitled to payment in the amount of \$117,551.97 in connection with a contract with Turco Golf Inc. for work performed by Vanore Electric Inc. at the Ponderosa Farm Project at Block No. 12201, Lots 3, 27.07 and 28 on the Tax Map of the Township of Scotch Plains, N.J. a.k.a. 1600 Cooper Road, Scotch Plains, New Jersey ("the Property"). As you may know, Turco Golf, Inc. is the contractor hired by the County of Union to construct a park including but not limited to soccer fields, a restroom building, a toddler area and a spray park at the above referenced Property.

Enclosed please find Notice of Lien Claim asserted by Vanore Electric, Inc. against monies in the control and possession of the County of Union and the Board of Chosen Freeholders which are due or to become due on the aforesaid Contract between Turco Golf, Inc. and the County of Union\Board of Chosen Freeholders..

Demand is also hereby made for payment of the amount of \$117,551.97. Please be sure to mark this lien in the lien book kept by the financial officer of the County of Union.

Thank you for your attention to this matter.

Very truly yours,

  
Albert Buzzetti

cc: Turco Golf Inc. Attn: Dennis Turco Via Certified Mail, R.R.R.

## NOTICE OF LIEN CLAIM

TO: THE COUNTY OF UNION AND THE UNION COUNTY BOARD OF CHOSEN  
FREEHOLDERS

Administration Building, 6<sup>th</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Attn: Board Clerk: Nicole L. DiRado

UNION COUNTY DEPARTMENT OF PARKS AND COMMUNITY RENEWAL

10 Elizabethtown Plaza,  
Elizabeth, NJ 07207  
Attn: Ron Zuber, Deputy Director

UNION COUNTY CLERK'S OFFICE

Union County Courthouse  
2 Broad Street  
Elizabeth, NJ 07207  
Attn: Joanne Rajoppi, County Clerk

1. Pursuant to N.J.S.A. 2A:44-125 et. seq., notice is hereby given by Vanore Electric, Inc., a municipal mechanics' lien claimant, who conducts business at 375 North Street, Unit Q, Teterboro, New Jersey, that it has performed labor and has furnished materials, which have actually been performed and used in the execution and completion of a certain contract between the County of Union and Turco Golf, Inc. (the general contractor of the County) for the erection of a park including but not limited to soccer fields, restroom building, a toddler area, a spray park.

2. The aforesaid park is located at Block No. 12201, Lots 3, 27.07 and 28 on the Tax Map of the Township of Scotch Plains, County of Union, State of New Jersey and also known as 1600 Cooper Road, in the Township of Scotch Plains in the County of Union and State of New Jersey.

3. The aforesaid labor and materials have been performed for and furnished to Turco Golf, Inc. by Vanore Electric, Inc. pursuant to a contract made by and between the claimant, Vanore Electric, Inc. and Turco Golf, Inc. and dated July 26, 2011. The person at Turco Golf, Inc. who employed Vanore Electric Inc. was Larry Turco.

4. Attached hereto as Exhibit 1 is a statement of the labor and materials already furnished by Vanore Electric, Inc. to Turco Golf, Inc. Such labor and materials consist of the electrical work and materials including but not limited to the installation and provision of conduits, for site lighting, service, Verizon, as well as panels and wiring.

5. Turco Golf Inc. is in direct contract with the County of Union for the erection of the aforesaid golf course at the above referenced property. The name of the public agency with which Turco Golf entered into a Contract is the County of Union.

6. The labor and materials referenced above have been completed to the extent indicated on Exhibit 1 which is incorporated by reference herein.

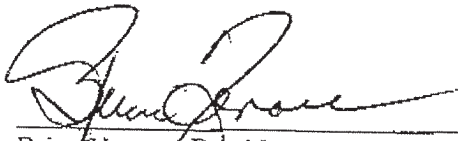
7. Accordingly, Vanore Electric, Inc. hereby demands, after the deduction of all just credits and offsets, the sum of \$117,551.97, which is the amount claimed as justly due and owing to Vanore Electric Inc. by Turco Golf, Inc.

8. A lien is hereby claimed for the sum of \$117,551.97, being the full value of the labor and materials furnished by Vanore Electric Inc. to date, on the moneys in the control and possession of the County of Union, which are due or to become due on the aforesaid contract between the County of Union and Turco Golf, Inc.

9. No variance as to the name of the contractor or subcontractor or name of the public agency shall affect the validity of the claim or lien.

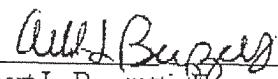
I, Brian Vanore, being of full age and duly sworn according to law, says under oath:

1. I am the President of the claimant who is filing the foregoing notice of a claim for a mechanics' municipal lien.
2. I have read the foregoing notice and the facts, matters and things set forth therein are true.

  
\_\_\_\_\_  
Brian Vanore, President  
Vanore Electric, Inc.

Dated: November 28, 2011

Sworn and Subscribed to before me on November 28, 2011

  
\_\_\_\_\_  
Albert L. Buzzetti, Esq.  
Attorney at Law in the State of New Jersey





# Exhibit 1

# APPLICATION AND CERTIFICATE FOR PAYMENT

SYS DOCUMENT 702

TO OWNER: COUNTY OF UNION  
10 ELIZABETHTOWN PLAZA  
SCOTCH PLAINS, NJ 07207

PROJECT: PONDEROSA FARM PARK

APPLICATION NO: 2  
PERIOD TO: 09/30/2011

Distribution to:  
OWNER

FROM CONTRACTOR: VANORE ELECTRIC INC  
375 NORTH STREET UNIT Q  
ETERBORO NJ 07608

VIA ARCHITECT: T&M ASSOCIATES  
ELEVEN TINDALL ROAD  
MIDDLETOWN, NJ 07748

PROJECT NOS:  
CONTRACT DATE: 11

ARCHITECT  
 CONTRACTOR

CONTRACT FOR: ELECTRICAL

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, SVS Document 702, is attached.

- 1. ORIGINAL CONTRACT AMOUNT \$ 203,570.51
- 2. NET CHANGE BY CHANGE ORDERS \$ 91,019.68
- 3. CONTRACT SUM TO DATE \$ 294,590.19
- 4. TOTAL COMPLETED & STORED TO DATE \$ 117,551.97
- 5. RETAINAGE
  - a. 5.0 % of Completed Work \$ 5,877.60
  - b. 5.0 % of Stored Material \$ 0.00
- Total Retainage \$ 5,877.60
- 6. TOTAL EARNED LESS RETAINAGE \$ 111,674.37
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 43,796.87
- 8. CURRENT PAYMENT DUE \$ 67,877.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 182,915.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	91,019.68	0.00
Total approved this month	0.00	0.00
TOTALS	91,019.68	0.00
NET CHANGES by Change Order	91,019.68	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: VANORE ELECTRIC INC

By: *Brian Vanore* DATE: 09/30/2011

BRIAN VANORE, PRESIDENT

State of: NEW JERSEY

County of: BERGEN

Subscribed and sworn to before

me this 30 day of September, ELAINE KLEIN

Notary Public: *Elaine Klein* NOTARY PUBLIC

My Commission expires: NOV. 16, 2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT:

By: DATE:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

SVS G703

SVS Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for the items may apply.

PONDEROSA FARM PARK

APPLICATION NO: 2

APPLICATION DATE: 10/01/2011

PERIOD TO: 09/30/2011

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			FR. PREV. APPL.	THIS PERIOD		%	%		

1	SUBMITTALS, PERMITS, CONTRACTS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00
2	MOBILIZATION	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	250.00
3	INSTALLATION OF SERVICE CONDUIT (PRIMARY)	30,000.00	0.00	30,000.00	0.00	30,000.00	100.0%	0.00	1,500.00
4	INSTALLATION OF SITE LIG LIGHTING CONDUITS	18,000.00	13,500.00	4,500.00	0.00	18,000.00	100.0%	0.00	900.00
5	INSTALLATION OF SERVICE CONDUIT (SECONDARY)	21,000.00	0.00	19,950.00	0.00	19,950.00	95.0%	1,050.00	997.50
6	INSTALLATION OF CONDUIT FOR VERIZON	30,000.00	15,000.00	13,500.00	0.00	28,500.00	95.0%	1,500.00	1,425.00
7	INSTALLATION OF SERVICE FEEDERS TO BUILDINGS	42,000.00	0.00	0.00	0.00	0.00	0.0%	42,000.00	0.00
8	DELIVERY OF FIXTURES	13,000.00	0.00	0.00	0.00	0.00	0.0%	13,000.00	0.00
9	INSTALLATION OF FIXTURES	13,000.00	0.00	0.00	0.00	0.00	0.0%	13,000.00	0.00
10	WIRING OF RESTROOMS	15,000.00	1,500.00	0.00	0.00	1,500.00	10.0%	13,500.00	75.00
11	INSTALLATION OF RESTROOM PANEL	7,000.00	0.00	3,500.00	0.00	3,500.00	50.0%	3,500.00	175.00
12	INSTALLATION OF PANEL IN MAINTENANCE BUILDING	4,000.00	0.00	0.00	0.00	0.00	0.0%	4,000.00	0.00
13	INSPECTIONS, PUNCH LIST DEMOBILIZE	3,570.51	0.00	0.00	0.00	0.00	0.0%	3,570.51	0.00
14	SITE LIGHTING	91,019.68	9,101.97	0.00	0.00	9,101.97	10.0%	81,917.71	455.10

TOTALS	294,590.19	46,101.97	71,450.00	0.00	117,551.97	39.9%	177,038.22	5,877.60
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