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By: Shaun I. Blick, Esq. - NJ Attorney ID: 013752006
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Attorneys for Plaintiffs
Al Neto Contractors, Inc.

AL NETO CONTRACTORS, INC.,

Plaintiff,

v.

TOWN OF MORRISTOWN, JO-MED
CONTRACTING CORP., JOHN DOES
1-10 (names being
fictitious), and ABC CORPS.
1-10 (names being
fictitious),

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MORRIS COUNTY
DOCKET NO. MRS-L-001331-19

Civil Action

SUMMONS

From the State of New Jersey to the Defendant(s) Names
Above:

The Plaintiff, named above, has filed a lawsuit
against you in the Superior Court of New Jersey. The
complaint attached to this summons states the basis for
this lawsuit. If you dispute this complaint, you or your
attorney must file a written answer or motion and proof of
service with the deputy clerk of the Superior Court in the
county listed above within 35 days from the date you
received this summons, not counting the date you received
it. (A directory of the addresses of each deputy clerk of

the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.)

If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the

Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf

s/Michelle M. Smith
Michelle M. Smith, Esq.
Clerk of the Superior Court

Dated: June 24, 2019

Name of Defendant to Be Served: Town of Morristown

Address of Defendant to Be Served: 200 South Street
Morristown, NJ 07960

BLICK LAW LLC

220 Davidson Avenue, Suite 300

Somerset, New Jersey 08873

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Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff Al Neto Contractors, Inc., by and through its
counsel Blick Law LLC, by way of Complaint against Defendants,
states:

THE PARTIES

1. Plaintiff Al Neto Contractors, Inc. is a New Jersey
corporation with offices at 1004 Severin Drive, Bridgewater,
New Jersey 08807.

2. Upon information and belief, Defendant Town of
Morristown is a municipality in the State of New Jersey with

its main address located at 200 South Street, Morristown, New Jersey, 07960.

3. Upon information and belief, Defendant Jo-Med Contracting Corp. ("Jo-Med") is a New Jersey corporation with offices at 300 S. Second Street, Elizabeth, New Jersey 07206.

4. Defendants John Does 1-10 (names being fictitious) are individuals and responsible parties, the identities of whom are not yet known, who are liable to Plaintiff for the injuries complained of herein.

5. Defendants ABC Corps. 1-10 (names being fictitious) are corporate entities and responsible parties, the identities of which are not yet known, that are liable to Plaintiff for the injuries complained of herein.

JURISDICTION AND VENUE

6. This court has personal and subject matter jurisdiction over this action pursuant to R. 4:4-1 et seq.

7. Venue is appropriate in this court pursuant to R. 4:3-2(a).

FACTS COMMON TO ALL COUNTS

8. Following a sealed bid process administered by Morristown, Plaintiff was awarded and entered into a contract with Morristown on or about September 12, 2017 entitled, "Town of Morristown Martin Luther King Avenue Streetscape

Improvements - Phase 2, Morris County, New Jersey, Contract No. 17-009" (the "Contract").

9. The value of the Contract was \$1,058,997.50

10. The work to be provided by Plaintiff in accordance with the Contract was, among other things: clearing; surveying; sidewalk; driveway; curbing; pavers; granite setts; bollard installation; bench installation; bike rack installation; garbage and recycling can installation; milling and paving; landscaping; asphalt; underground utility piping; manholes and inlets; aggregate; electrical conduit and junction boxes; lighting fixtures, foundations, and wiring; and related labor and services (collectively the "Work").

11. The Work was to be performed on property owned by both Morristown and Morris County.

12. After the Contract had been executed, Plaintiff attended a pre-construction meeting with officials from Morristown and Morris County at which time Plaintiff was notified that a significant portion of the Work for which they had contracted - specifically construction and improvement to a Morris County bridge - was being eliminated from the scope of work under the Contract.

13. At the pre-construction meeting Plaintiff objected to change in the scope of work, which would eliminate and reduce the Contract value by approximately \$270,000.00.

14. Plaintiff's objection was also based, in part, on the fact that the submitted bid (which was awarded) was submitted in light of the entirety of the scope of work.

15. In addition, Plaintiff had already procured a bid bond for \$1,058,997.50 in reliance on the terms, value, and scope of work detailed in the Contract.

16. Anthony DeVizio, the Town Engineer in Morristown responded to Plaintiff by assuring Plaintiff that Morristown had other curbs and sidewalks in need of replacement and that the work would be found elsewhere to make up for the change in the scope of work.

17. In reliance upon that representation by Mr. DeVizio, Plaintiff continued with the Contract because Plaintiff had an excellent working relationship with Morristown and the Engineering Department and it felt that the representations made by them were trustworthy.

18. Plaintiff received a notice to proceed on October 3, 2017 and work commenced on October 16, 2017.

19. Morristown directed that Work begin on the north side of Martin Luther King Avenue under the bridge.

20. Two days later, Plaintiff was directed to remove sidewalk that was previously installed by Jo-Med.

21. As Plaintiff removed the sidewalk, the light foundations that had been installed improperly by Jo-Med

almost collapsed due to its use of 8-inch anchor bolts as opposed to 18-inch anchor bolts, which were required by the specifications and plans.

22. At that point, Plaintiff was directed to cease working in that area and move further down past the bridge.

23. That situation resulted in a delay of approximately one week.

24. Due to the delay, and in order to be productive, Plaintiff removed the curb and sidewalk on the parking lot side of Martin Luther King Avenue.

25. Based on incorrect elevations provided by Alaimo Group, Plaintiff installed 120 linear feet of curb at what turned out to be elevations that were incorrect per the plans and specifications of Morristown and its engineers.

26. Plaintiff was directed to remove and reinstall the curb at the correct elevation.

27. Plaintiff then proceeded to form sidewalks and pour lighting foundations and sidewalks towards Coal Avenue.

28. Before the intersection on Coal Avenue the plans called for pipe crossings, catch basins and one manhole.

29. When Plaintiff got to the pipe crossings that ran across Martin Luther King Avenue, it encountered a water main, approximately three feet deep, and which was supposed to be approximately 6 feet deep.

30. This resulted in a delay.

31. Plaintiff also encountered a gas main which was incorrectly marked out by approximately 11 feet.

32. As a result of these improper mark outs and incorrect elevations, Mark Gandy, another Town Engineer, would not permit the installation of the second catch-basin because it would be too high and nobody at Morristown knew what the correct elevation of the catch-basin should be.

33. This situation caused another week delay.

34. As the Work resumed, Plaintiff then encountered an unknown 24-inch brick pipe across Coal Ave.

35. Plaintiff was asked to provide a price for removal and replacement with 24-inch reinforced concrete piping, the price of which was agreed to by Morristown.

36. While removing the 24-inch brick pipe and installing the new pipe, Plaintiff encountered a 10-inch gas line that was marked out as ending 6 feet off of the bridge.

37. The pipe did not end as indicated and it continued across Coal Avenue with two stub outs going down Coal Avenue.

38. After notifying PSE&G, Plaintiff was advised that the pipe was "dead" and it was directed to remove the pipe.

39. Given the historical inaccuracies of the mark outs and elevations provided to Plaintiff on this job, and the

possibility that removal of a live gas line could result in a catastrophic explosion, Plaintiff advised that it would defer to PSE&G for the removal of their line.

40. After making this determination, PSE&G later advised Plaintiff that it was mistaken and that the pipe was actually a live gas line.

41. Consequently, Plaintiff was directed to excavate and remove the brick pipe and install the reinforced concrete pipe by hand which significantly extended normal installation times.

42. This resulted in yet another delay.

43. After the pipework was completed, the Morristown Engineering department advised that they were indeed aware that the same 10-inch gas pipe was broken the year before by the company that paved the parking lot on the corner of Coal Avenue and Martin Luther King Avenue, yet it failed to mention this until after the work was done.

44. The day before Thanksgiving, the Morristown Engineering Department directed that Plaintiff pave a trench.

45. Plaintiff's working hours were 9-3 and Plaintiff was directed to perform the paving work after 12:00.

46. Plaintiff's truck left the asphalt plant at around 3:00 loaded with asphalt.

47. Plaintiff's truck arrived at the job with no police officer to direct traffic.

48. Mark Gandy, the Town Engineer, stepped in to direct traffic so the trench could be paved.

49. Mr. Gandy then directed that Plaintiff fill the trench, and that it would have to be redone and Morristown would pay for it due to the fact that they were the ones who demanded that the filling be done for the Thanksgiving holiday.

50. When Plaintiff returned to the job after the holiday, Plaintiff remitted a bill for the work which was denied on the basis that the sub-base had not been compacted.

51. The parking lot side of Martin Luther King Avenue had been completed at or about this time and Plaintiff was unable to move to the trail side of the street due to the fact that a contractor working for JCP&L was installing pipe at a depth of approximately 4 feet spanning the length of the sidewalk from the river bridge to the NJ Transit bridge.

52. As a result, Plaintiff was directed to move down to the bottom side of the river bridge.

53. While working in this area removing curb and sidewalk, one of Plaintiff's workers grabbed a piece of sidewalk with his machine which was poured around a plastic

conduit carrying, what was unknown at the time to be, a 13,000 volt cable wire.

54. Plaintiff immediately stopped work and called JCP&L.

55. JCP&L advised Plaintiff to fence the area and not to permit anyone near the exposed wire.

56. JCP&L personnel arrived and asked Plaintiff to further clear the cable.

57. Plaintiff's worker noticed that the conduit had been scraped and advised that he would not clear the cable due to the risk of electrocution.

58. JCP&L then contact their engineer who arrived on site who advised his colleagues that the conduit was at an improper depth and that Plaintiff should not be working near it.

59. Work was ceased in this area and Plaintiff moved to Martin Luther King Avenue and Flagler Avenue to perform the pipe crossing and catch basin work.

60. Plaintiff began excavating on the right side of Flagler Avenue turning right from Martin Luther King Avenue, at which point two more gas pipes were found, only one of which one had been properly marked out.

61. Plaintiff contacted Mark Gandy, the Town Engineer, who directed Plaintiff to excavate and install the catch basin next to the gas pipes.

62. Plaintiff then continued excavating per the instruction at which point a concrete structure was encountered near the center of the road.

63. The concrete structure turned out to be a sanitary sewer which was never marked on plans or by the Morristown utilities.

64. Plaintiff then finished digging across the road and found yet another buried concrete wall that was approximately 12-inches thick.

65. Plaintiff had to saw cut and break the wall with jackhammers in order to drop the second precast catch basin box.

66. In the meantime, Morristown directed Plaintiff to continue working up Flagler Avenue with curb and sidewalk replacement to compensate for the bridge and other work which was eliminated from the Contract.

67. This work between Flagler Avenue and Clyde Potts Drive was not part of the scope of work in the contract.

68. It was around this time that Anthony DeVizio contacted Plaintiff to request a price for work to be done in

Cauldwell Park, which he said would help compensate for the change in scope of work in the Contract.

69. A proposal was requested and Mr. DeVizio said, "get it over to me today, it will be signed tomorrow, and we can go to work in the Park before we go back to finish MLK."

70. Plaintiff complied with the request, but no signed proposal was returned.

71. Plaintiff was directed to complete a mark out and to restart the Work.

72. 5 days after the mark out, Plaintiff was prepared to restart the Work.

73. Town Engineers then emailed Plaintiff directing Plaintiff to complete Cauldwell Park before the Contract Work, and Morristown would extend Plaintiff's Contract for another two months.

74. Shortly thereafter, Plaintiff received an e-mail stating that Morristown was terminating the contract and that a legal termination notice would follow.

75. No such "legal termination" has ever been received by Plaintiff.

76. It was at this point that the Town Engineer advised Plaintiff that Morristown would purchase the remaining pavers left over from the Contract Work plus the 22% profit to which Plaintiff is entitled under the 2007 contract specifications.

77. Phase 3 of the Work was performed by Jo-Med the same contractor that performed the Phase 1 work.

78. Although the plans for Phase 3 specified a 4x8 inch paver, Jo-Med used Plaintiff's 8x8 inch pavers.

79. Neither Morristown, nor Jo-Med has ever paid for the pavers they used and incorporated into the project.

80. Anthony Devizio was contacted by Plaintiff's supplier, and Mr. Devizio improperly and incorrectly advised that Plaintiff had been paid for those pavers.

81. Morristown improperly and unlawfully terminated the Contract.

82. To date, Morristown owes Plaintiff \$532,264.85 plus interest and attorney's fees.

COUNT ONE
(Breach of Contract - Morristown)

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Plaintiff and Morristown through their words, actions, and/or course of performance, entered into a binding Contract.

3. Plaintiff performed its obligations under the Contract.

4. Despite Plaintiff's performance, Morristown has breached its express and implied contractual obligations to the Plaintiff.

5. As a direct and proximate result of Morristown's breach of the Contract, Plaintiff has and will continue to sustain significant and substantial damages.

WHEREFORE Plaintiff demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

COUNT TWO

(Quantum Meruit/Unjust Enrichment - Morristown, Jo-Med, John Does 1-10, and ABC Corps. 1-10)

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Plaintiff provided certain Work and materials resulting in a substantial benefit to Defendants.

3. Despite that benefit, Defendants have failed to compensate Plaintiff commensurate with the monetary benefit conferred upon them.

4. As a result, Defendants have been unjustly enriched to the detriment of the Plaintiff.

WHEREFORE Plaintiff demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

COUNT THREE

***(Breach of Covenant of Good-Faith and Fair Dealing -
Morristown)***

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Defendant owed the Plaintiff a duty of good faith and fair dealing.

3. Defendant breached its duty of good faith and fair dealing to the Plaintiff.

4. As a direct and proximate result of Defendant's breach of the duty of good faith and fair dealing, the Plaintiff has and will continue to sustain significant and substantial damages.

WHEREFORE Plaintiff demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court

costs, and such further relief as the court deems proper and just.

COUNT FOUR
(Conversion - Morristown and Jo-Med)

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Plaintiff procured certain work and materials to which they had right and title with the intention of being paid by Morristown and Jo-Med.

3. Morristown and Jo-Med wrongfully and without authorization exercised dominion and control over that work and those materials in denial or defiance of or adverse to Plaintiff's title or possessory right.

4. Morristown and Jo-Med have permanently deprived Plaintiff of that work and those materials and have failed to provide compensation to Plaintiff commensurate with the value thereof.

5. Morristown and Jo-Med have therefore unlawfully converted the work and services provided by Plaintiff.

WHEREFORE Plaintiffs demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court

costs, and such further relief as the court deems proper and just.

COUNT FIVE
(Violation of New Jersey Prompt Payment Act
(N.J.S.A. 2A:30A-1) - Morristown)

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Plaintiff performed in accordance with the provisions of the Contract and the billing for the Work has been approved and certified by Morristown.

3. Morristown has failed to pay the amount due to Plaintiff within time proscribed by the New Jersey Prompt Payment Act (N.J.S.A. 2A:30A-1).

4. As a direct and proximate result of Morristown's failure to make timely payment, Morristown is liable to Plaintiff for the amounts due and owing under the Contract, plus interest as proscribed by the New Jersey Prompt Payment Act (N.J.S.A. 2A:30A-1), and reasonable counsel fees and costs of suit.

WHEREFORE Plaintiffs demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's

fees, disbursements and court costs, and such further relief as the court deems proper and just.

COUNT SIX
(Contribution and Common Law Indemnification - Morristown and Jo-Med)

1. Plaintiff repeats and realleges each and every preceding allegation as if set forth more fully herein.

2. Morristown and Jo-Med are liable to Plaintiff for contribution and common law indemnification from any claims made by third-parties, suppliers, and/or materialmen against Plaintiff for the value of work and materials provided and which were used and/or converted by Morristown and/or Jo-Med.

WHEREFORE Plaintiffs demands judgment against Defendants awarding incidental and consequential damages, restitution, loss of use damages, punitive damages, compensatory damages, treble damages, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, and such further relief as the court deems proper and just.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

DEMAND FOR RESPONSES TO UNIFORM INTERROGATORIES

Plaintiff hereby demands that Defendants provide responses to Uniform Interrogatories in accordance with the time period proscribed by the Rules of Court.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to the Rules of Court, Shaun I. Blick, Esq. is hereby designated as trial counsel of the within matter.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to Rule 4:10-2(b), demand is made that you disclose to the undersigned, and provide copies, of any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or in the alternative, under oath and certification: (a) policy number; (b) name and address of the insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

CERTIFICATION PURSUANT TO R. 4:5-1

I, Shaun I. Blick, hereby certify and state:

1. I am an attorney at law of New Jersey and the Managing Member of Blick Law LLC, attorneys for Plaintiffs.
2. As such, I have personal knowledge of the matters to which I certify herein.

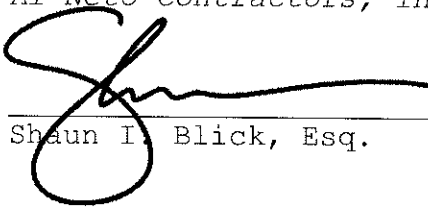
3. To the best of my knowledge, information and belief, there is no other action pending about the subject matter of this Complaint in the Superior Court of New Jersey, Law Division. Additionally, there are no other persons known to me who should be added as parties to this matter, nor are there any other actions contemplated.

4. Prior to filing this action, I have discussed same with Defendant Town of Morristown and we have agreed that given our clients' respective positions, mediation would be futile. Accordingly, the parties have agreed to forego alternative dispute resolution efforts and proceed to litigation.

I hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

BLICK LAW LLC
Attorneys for Plaintiff
Al Neto Contractors, Inc.

By:


Shaun I. Blick, Esq.

Date: June 24, 2019

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-001331-19

Case Caption: AL NETO CONTRACTORS, INC. VS TOWN
OF MORRISTOWN

Case Initiation Date: 06/24/2019

Attorney Name: SHAUN I BLICK

Firm Name: BLICK LAW LLC

Address: 220 DAVIDSON AVENUE, STE 300
SOMERSET NJ 08873

Phone:

Name of Party: PLAINTIFF : Al Neto Contractors, Inc.

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: CONSTRUCTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? «sandyRelated»

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? YES

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

06/24/2019
Dated

/s/ SHAUN I BLICK
Signed