

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

THE VILLAGE OF MAMARONECK,

Plaintiff/Petitioner,

- against -

Index No. 71632/2014

ARBEN GROUP, LLC and WSP USA Corp.  
f/k/a CHAS. H. SELLS, Inc. d/b/a WSP SELLS  
Defendant/Respondent.

NOTICE OF COMMENCEMENT OF ACTION  
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

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Dated: 12/24/14

Patricia W. Gurahian (Signature)

1311 Mamaroneck Ave., Suite 340 (Address)

Patricia W. Gurahian (Name)

White Plains, NY 10605

McCullough, Goldberger & Staudt, LLP (Firm Name)

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To: Arben Group  
WSP USA Corp. f/k/a  
Chas. H. Sells, Inc. d/b/a WSP Sells

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

Index No.: 71632/2014  
Date Filed: 12/24/2014

THE VILLAGE OF MAMARONECK,

Plaintiff,

- against -

ARBEN GROUP, LLC and WSP USA Corp., f/k/a  
CHAS. H. SELLS, Inc. d/b/a WSP SELLS,

Defendants.

Plaintiff designates  
Westchester County  
as the place for trial

The basis of venue is  
Location of Property

**SUMMONS**

Plaintiff resides at  
Village Hall at  
123 Mamaroneck Avenue  
Mamaroneck, NY

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's attorney(s) within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: White Plains, New York  
December 23, 2014

McCULLOUGH, GOLDBERGER & STAUDT, LLP

Defendants:  
(See attached list)

By: Patricia W. Gurahian  
Patricia W. Gurahian  
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Defendants Addresses:

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Pleasantville, NY 10570  
(914) 741-5459

WSP USA Corp.; f/k/a Chas. H. Sells, Inc.  
d/b/a WSP Sells  
555 Pleasantville Road  
Briarcliff Manor, NY 10510  
(914) 747-1120

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

THE VILLAGE OF MAMARONECK,

Plaintiff,

- against -

ARBEN GROUP, LLC and WSP USA Corp., f/k/a  
CHAS. H. SELLS, Inc. d/b/a WSP SELLS,

Defendants.

Index No.:

COMPLAINT

The Plaintiff Village of Mamaroneck, by its attorneys McCullough Goldberger & Staudt, LLP, alleges as and for its complaint against the Defendants as follows:

1. The Village of Mamaroneck ("VOM") is a municipal corporation located within the County of Westchester and duly organized pursuant to the laws of the State of New York.

2. The Board of Trustees of VOM ("Board") authorized the commencement of this litigation at a duly held meeting of the Board.

3. Upon information and belief, Arben Group, LLC ("Arben") is a limited liability corporation organized pursuant to the laws of the State of New York and located in Pleasantville, New York in the County of Westchester.

4. Upon information and belief, WSP USA Corp. is a corporation organized pursuant to the laws of the State of New York doing business with an office located in Briarcliff Manor in the County of Westchester.

5. Upon information and belief WSP USA Corp., was formerly known as Chas H. Sells, Inc., doing business as WSP Sells ("Sells").

6. Upon information and belief, Sells is an engineering firm.

7. On or about October 5, 2010, VOM and Sells entered into a written agreement for the purpose of Sells providing design and engineering services and preparing bid documents for the replacement of the Jefferson Avenue Bridge located in the Village of Mamaroneck ("Engineering Contract").

8. Pursuant to the Engineering Contract, Sells prepared bid documents.

9. Pursuant to the Engineering Contract, Sells prepared plans and specifications.

10. Pursuant to the Engineering Contract, Sells performed Inspections.

11. Pursuant to the Engineering Contract, Sells indemnified and held VOM harmless for claims, suits, actions, damages and costs of any kind resulting from the negligent performance of Sells' services including but not limited to failure to meet professional standards and obvious or patent errors in the progression of its work.

12. Pursuant to the Engineering Contract, Sells was to contact utility companies and verify the location of utility lines throughout the Project limits.

13. Pursuant to the Engineering Contract, Sells was to coordinate with utility companies to ensure the relocation or necessary support of both above and below ground utilities.

14. Pursuant to the Engineering Contract, Sells was to prepare detailed design plans which would include subsurface profile, utility plans, and bridge rails among other details.

15. On or about April 13, 2012, VOM put out to bid Contract #2012-05 Replacement of Jefferson Avenue Bridge (the "Project") using Sells bid documents and plans and specifications.

16. On or about September 26, 2012, VOM and Sells entered into a written agreement for construction inspection and support services.

17. Upon information and belief, Arben is a contractor with experience in bridge replacement.

18. Arben submitted a bid for the Project and was the lowest responsible bidder.

19. On or about May 17, 2012 VOM and Arben entered into a written agreement with General Conditions, Special Conditions, contract drawings as well as other attachments including but not limited to Special Notes and Special Conditions (the "Construction Contract").

20. The Construction Contract term was not to exceed six months, from June 1, 2012 through November 30, 2012 and was to be extended for an additional six months through May 31, 2013 only with the written authorization of the VOM Village Manager.

21. The Project start date was extended by agreement to on or about September 1, 2012 with a Notice to Proceed issued on August 28, 2012.

22. Thereafter, VOM Village Manager never extended the Construction Contract by written authorization.

23. Pursuant to the General Conditions to the Construction Contract, Arben was the insurer of VOM and the risk of loss or damage to the work, or damage to VOM or third persons, was assumed by Arben.

24. Pursuant to the General Conditions to the Construction Contract at Section 116 (d) and the Special Conditions, if the Project work is not completed timely Arben shall pay to VOM as liquidated damages \$500.00 per day for each calendar day of delay until the Project

work is completed and Arben and its surety shall be liable to VOM for the liquidated damage amount.

25. Pursuant to the General Conditions to the Construction Contract at Section 119, it is the duty of Arben to make timely written request of VOM for any additional information not already in its possession which would be furnished by the Owner under the Construction Contract and which Arben requires in the planning and execution of the Project work.

26. Pursuant to General Conditions to the Construction Contract at Section 123 (a) Arben is responsible to observe and comply with all Federal and State laws and local laws, ordinances and regulations in the conduct of the Project work and as applies to construction work and utility installations and shall indemnify and save harmless VOM against any claim or liability arising from or based on the violation of any law, ordinance or regulation.

27. Pursuant to General Conditions to the Construction Contract at Section 124 (d), Arben shall avoid damage as a result of its operations and shall at its own expense completely repair any damage caused by its operations.

28. Pursuant to General Conditions to the Construction Contract at Section 125 Arben shall be responsible for all damage to property which occurs as a result of its prosecution of the Project work and shall indemnify and save harmless VOM from any all claims for damages resulting from property damage.

29. Pursuant to the General Conditions to the Construction Contract at Section 142, utility information is provided to Arben for its convenience and Arben must interpret the information according to its own judgment and make its own determination regarding the location of all improvements.

30. Pursuant to the General Conditions to the Construction Contract at Section 142 and 150, it is Arben's responsibility to contact Underground Facilities Protective Organization (UFPO) for utility mark-out as required by New York State Industrial Code 753 and such mark-outs shall supercede utility information supplied on the drawings.

31. Pursuant to the General Conditions to the Construction Contract at Section 142, Arben shall make no claim because of incorrect, incomplete or omitted existing improvement information.

32. Pursuant to the General Conditions to the Construction Contract at Section 156, Arben is solely responsible for maintaining flow of storm drainage, and sanitary sewage through the work area.

33. Pursuant to the General Conditions to the Construction Contract at Section 157, and the Special Conditions, Arben shall take all necessary precautions and shall assume the cost of handling any sewage, seepage, storm, groundwater, surface and flood flows encountered during construction and shall employ feasible and practical methods to prevent pollution and introduction of impurities or objectionable materials into the waters or water supplies or water bodies.

34. Pursuant to the Special Note to the Construction Contract, Arben is notified that the location of utilities on the plans is not guaranteed nor is there a guarantee that all such lines in existence have been shown on the plans.

35. Pursuant to the Special Note to the Construction Contract, Arben shall satisfy itself as to the exact location of utility lines and make good any damage to utilities caused by its operations.



36. On or about March 12, 2013, Arben was performing excavation work related to the Project work.

37. Arben failed to place a phone call pursuant to a New York State Industrial Code 753, to have utilities in the area marked out, within the statutory time preceding the March 12, 2013 excavation work.

38. On or about March 12, 2013, while performing excavation work, Arben damaged a 21" diameter sanitary sewer main line.

39. As a result of the damaged sanitary sewer line, VOM incurred extra costs related to the temporary repair of the sanitary sewer line as well as fines payable to the New York State Department of Environmental Conservation related to the spillage into the Mamaroneck River and Long Island Sound.

40. Sells failed to locate the sanitary sewer line on its plans and drawings notwithstanding the fact that Sells' specifications called for the resetting of the sanitary sewer manholes.

41. Upon information and belief, Sells had actual knowledge of the existence of the sanitary sewer line in the vicinity of the Project work and failed to account for the sanitary sewer line in designing the Project work.

42. Upon information and belief, Sells had constructive knowledge and a duty of inquiry since a site inspection revealed the existence of sanitary sewer manholes.

43. Sells approved Arben's cofferdam design and installation which design and installation were defective given the existence and location of the sanitary sewer line.

44. After the sewer main was broken, defendant Sells re-designed the Project work to account for the necessary relocation of the sewer main.

45. The re-design work was done on an emergent basis.

46. In preparing the re-design Sells was not able to account for new Army Corps of Engineer flood zone requirements which VOM and Sells were aware of but which had not as yet gone into effect.

47. If Sells had properly accounted for the existence of the sewer main line in its original design and prior to the commencement of construction it would have designed the work in a different manner which would have been consistent with the new Army Corps of Engineer requirements and guidelines.

48. Upon information and belief, VOM will incur additional costs and expenses to move the sewer main line a second time in order to comply with new Army Corps of Engineer requirements and guidelines.

49. On March 21, 2013, pursuant to General Conditions to the Construction Contract Section 113, VOM placed Arben on written notice of its claim for damages related to the damaged sanitary sewer line.

50. On or about March 18, 2013, VOM placed Sells on written notice of its claim for damages related to the damaged sanitary sewer line and Sells failure to account for the existence of the utility in its design, drawings, plans and specifications.

51. On or about July, 2014, VOM discovered that the bridge rail installed by Arben for this Project did not meet New York State Department of Transportation ("NYSDOT") requirements.

52. Upon information and belief, Arben fabricated and installed the Bridge Rail pursuant to Sells' drawings and Sells approved Arben's shop drawings.

53. Sells' drawings were deficient in that said drawings showed a Bridge Rail that did not meet New York State code requirements.

54. Sells' construction supervision was deficient and negligent in that Sells approved shop drawings that did not meet New York State code requirements.

55. Based upon Sells' deficient and negligent work and services, VOM was required to fabricate and install a Bridge Rail Extension to cure the defect and make the Bridge code complaint.

56. The cost to fabricate and install the Bridge Rail Extension is estimated at \$60,333.19.

57. Sells is responsible for the additional contract work necessary to fabricate and install the Bridge Rail Extension.

58. Arben failed to complete the Project by November 30, 2012.

59. Arben completed the Project, other than punch list items, on or about August 26, 2014, about 21 months late, at which time the Bridge was opened to traffic.

60. Giving Arben credit for all excusable delays the Project was 543 calendar days late.

61. Arben made one request for an extension of time to complete the Project. On April 24, 2013, Arben requested a 197 day extension of time due to re-design of the project work which occurred after the sanitary sewer line was damaged.

62. VOM approved the cost proposal submitted for the additional work resulting from the re-design caused by the sanitary sewer line damage with a reservation of rights as to liability for this cost and both parties agreed to reserve their rights as to the time extension in Change Order One to the Construction Contract.

63. Village residents did not have the use of the VOM's bridge property during the extended period of the Project.

64. Immediately upon the completion of the work and on or about September, 2014, VOM observed extensive cracking of the bridge wearing surface.

65. VOM requested that Sells examine the cracking of the Bridge's wearing surface and opine as to the cause and whether there were any structural issues or concerns related to this cracking.

66. On September 26, 2014, Sells issued a written report to VOM entitled "investigation into cracking of concrete wearing surface" (the "Investigation Report").

67. The Investigation Report concluded that the concrete wearing surface exhibits extensive transverse cracks over the entire wearing surface area as well as two longitudinal cracks for the length of the Bridge. The Investigation Report also noted similar cracking on the east and west approach slabs.

68. The Investigation Report notes that the cracking was present prior to the opening of the Bridge but that the cracking progressed after the Bridge opened to traffic.

69. The Investigation Report concluded that the linear cracking in the wearing surface and approach slabs are consistent with tension stresses caused by autogenous shrinkage during curing and noted that Sells did not know whether proper curing procedures were followed for the duration of the cure period or whether the surfaces were prematurely loaded.

70. The Investigation Report notes that the concrete wearing surface is non-structural but expected to have a service life of 25-30 years but that the severity and extent of the cracking will allow water and deicing agents to penetrate reducing the service life of the wearing surface to 5-10 years.

71. The Investigation Report indicates that the structural component, the NEXT beams, appear in overall good condition with no evidence of cracking or distress and appear to be functioning as originally designed.

72. Upon information and belief, Sells did not perform any testing of the structural components as part of its investigation.

73. Upon information and belief, the bridge deck should have been pre-wet a minimum of 12 hours before the cement was poured.

74. The bridge deck was pre-wet immediately prior to the pour.

75. Both Sells and Arben are negligent in failing to properly pre-wet the bridge deck.

76. Upon information and belief, there was a low water cement ration at the time of the pour.

77. Sells failed to require Arben to adjust the water/cement ratio or stop the pour.

78. Upon information and belief, Sells and Arben failed to install appropriate chairs prior to the concrete cure period.

79. Upon information and belief, Sells and Arben may have committed other errors prior to and during the pour.

80. Sells failed to properly inspect and supervise the pour.

81. Arben negligently poured the bridge deck.

82. On or about September 30, 2014, Arben notified VOM that it disagrees with Sells' Investigative Report and that the cracking is the result of the concrete bridge deck design.

83. Upon information and belief, Sells negligently designed the bridge deck.

84. VOM has been damaged in an amount to be determined in that it contracted for a Bridge with a concrete wearing service life of 25-30 years and it received a Bridge with a concrete wearing service life of 5-10 years.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST ARBEN

85. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

86. Arben owes VOM liquidated damages of \$500.00 per day for each calendar day the Project work was extended past November 30, 2012 excluding days that constituted excusable delay days pursuant to the terms of the Construction Contract.

87. VOM asserts that there were excusable days at the inception of the Project which caused Arben to start work on September 1, 2012 instead of June 1, 2012, a three month excusable delay. Therefore, the contract was 543 calendar days late.

88. VOM's liquidated damages are \$271,500.00.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ARBEN

89. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

90. Arben breached the Construction Contract when it damaged the sanitary sewer line.

91. Arben is responsible for the costs associated with the temporary repair to the sanitary sewer line.

92. Arben is responsible for the costs associated with the relocation of the sanitary

sewer line.

93. Arben is responsible for the costs that will be incurred when the sanitary sewer line has to be relocated for a second time to comply with Army Corp of Engineer requirements.

94. Arben is responsible for the costs associated with fines assessed against the VOM due to the damage to the sanitary sewer line.

95. VOM's damages are in an amount to be determined but believed to be no less than two million dollars.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST ARBEN

96. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were set forth at length herein.

97. Arben was negligent when it damaged the sanitary sewer line.

98. Arben is responsible for the costs associated with the temporary repair to the sanitary sewer line.

99. Arben is responsible for the costs associated with the relocation of the sanitary sewer line.

100. Arben is responsible for the costs that will be incurred when the sanitary sewer line has to be relocated for a second time to comply with the Army Corp of Engineer requirements.

101. Arben is responsible for the costs associated with fines assessed against VOM due to the damages to the sanitary sewer line.

102. VOM has been damaged in an amount to be determined by this Court but believed to be no less than two million dollars.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST ARBEN

103. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

104. Arben contracted to indemnify and hold harmless the Village from all costs of any kind related to Arben's work.

105. Arben is responsible to indemnify VOM for all costs related to the sanitary sewer line damage, repair and relocation(s).

106. VOM's damages in an amount to be determined by this Court but believed to be no less than two million dollars.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST ARBEN

107. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

108. Arben breached the Construction Contract by failing to properly install the concrete wearing surface and approach slabs to the Bridge.

109. As a result of this breach, the useful service life of the wearing surface has been greatly reduced.

110. VOM has been damaged in an amount to be determined by this Court but believed to be no less than \$50,000.00.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ARBEN

111. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

112. Arben negligently performed the Construction Contract by failing to properly install the concrete wearing surface and approach slabs to the Bridge.



113. As a result of this negligence, the useful service life of the wearing surface has been greatly reduced.

114. VOM has been damaged in an amount to be determined by this Court but believed to be no less than \$50,000.00.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST SELLS

115. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

116. Sells breached its Engineering Contract by failing to account for the existence of the sanitary sewer line in its design of the new bridge.

117. VOM has been damaged by Sells breach in that VOM had to pay for emergency repair of the existing sewer line, NYSDEC fines and for a new design and additional costs in connection with the relocation of the sanitary sewer line and it is anticipated that VOM will have to relocate the sanitary sewer line a second time to comply with Army Corp of Engineer requirements.

118. VOM's damages are in an amount to be determined by this Court but believed to be no less than two million dollars.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST SELLS

119. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

120. Sells was negligent in its professional duties in failing to inquire as to the sanitary sewer line's location given Sells' knowledge of the existence of the sanitary sewer manholes.

121. VOM has been damaged by Sells negligence in that VOM had to pay for

emergency repair of the existing sewer line, NYSDEC fines and for a new design and additional costs in connection with the relocation of the sanitary sewer line and it is anticipated that VOM will incur additional costs when it has to relocate the sanitary sewer line a second time to comply with Army Corp of Engineer requirements.

122. VOM's damages are in an amount to be determined by this Court but believed to be no less than two million dollars.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST SELLS

123. Plaintiff repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

124. Sells was negligent in performing its duties to provide construction support services as it failed to properly supervise Arben's cofferdam installation work.

125. VOM has been damaged by Sells' actions and inactions.

126. VOM has been damaged by Sells' negligence in that VOM had to pay for emergency repair of the existing sewer line, NYSDEC fines and for a new design and additional costs in connection with the relocation of the sanitary sewer line and it is anticipated that VOM will incur additional costs when it has to relocate the sanitary sewer line a second time to comply with Army Corp of Engineer requirements.

127. VOM has been damaged in an amount to be determined by this Court but believed to be no less than two million dollars.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST SELLS

128. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

129. Sells breached its duties under its construction support services agreement

in failing to properly review Arben's cofferdam installation.

130. VOM has been damaged by Sells' actions and inactions.

131. VOM has been damaged by Sells' breach of contract in that VOM had to pay for emergency repair of the existing sewer line, NYSDEC fines and for a new design and additional costs in connection with the relocation of the sanitary sewer line and it is anticipated that VOM will incur additional costs when it has to relocate the sanitary sewer line a second time to comply with Army Corp of Engineer requirements.

132. VOM's has been damaged in an amount to be determined by this Court but believed to be no less than two million dollars.

#### AS AND FOR A FIFTH CAUSE OF ACTION AGAINST SELLS

133. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were fully set forth at length herein.

134. Sells breached its duties under its construction support services agreement in failing to properly supervise Arben's installation of the concrete wearing surface and approach slabs on the Bridge.

135. As a result of this breach, the useful service life of the wearing surface has been greatly reduced.

136. VOM has been damaged in an amount to be determined by this Court but believed to be no less than \$50,000.

#### AS AND FOR A SIXTH CAUSE OF ACTION AGAINST SELLS

137. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were set forth at length herein.

138. Upon information and belief, Sells' design of the Bridge is defective.

139. Upon information and belief, as a result of the defect in design, the concrete wearing surface and approach slabs have cracked.

140. As a result of this breach, the useful service life of the wearing surface has been greatly reduced.

141. VOM has been damaged in an amount to be determined by this Court but believed to be no less than \$50,000.

AS AND FOR AN SEVENTH CAUSE OF ACTION AGAINST SELLS

142. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were set forth at length herein.

143. Sells' design of the Bridge Rails was defective and not in compliance with New York State codes.

144. As a result of this breach, VOM will have to fabricate and install modifications known as Bridge Rail Extensions.

145. The Bridge Rail Extensions will cost VOM approximately \$60,000.00 above the contract amount.

146. As a result of this breach, VOM has been damaged in an amount to be determined but no less than \$60,000.00.

AS AND FOR AN EIGHTH CAUSE OF ACTION AGAINST SELLS

147. VOM repeats and reiterates the allegations in paragraphs 1 through 84 as if same were set forth herein.

148. Sells' review of Arben's shop drawings was negligent and resulted in the approval of Bridge Railings that were not in compliance with New York State codes.

149. As a result of this negligence, VOM will have to fabricate and

install modifications known as Bridge Rail Extensions.

150. The Bridge Rail Extensions will cost VOM \$60,000.00 above the contract amount.

151. As a result of this negligence, VOM has been damaged in an amount to be determined but no less than \$60,000.00.

WHEREFORE, VOM demands judgment against the defendants as follows:

1. As against Defendant Arben, a monetary award on the first cause of action for liquidated damages for construction delays in the amount of \$271,500.00; a monetary award on the second, third and fourth causes of action for damage caused to the sanitary sewer line in an amount no less than two million dollars; and a monetary award on the fifth and sixth causes of action for damages caused by defects in the concrete wearing surface of VOM's Bridge in an amount no less than \$50,000; as well as pre-judgment interest and such other and further relief as this Court deems just and proper; and

2. As against Defendant Sells a monetary award on the first, second, third and fourth causes of action for damages related to the sanitary sewer line in an amount no less than two million dollars; a monetary award on the fifth and sixth causes of action for damages caused by defects in the concrete wearing surface of VOM's Bridge in an amount no less than \$50,000; a monetary award on the seventh and eighth causes of action for defects in the design of VOM's Bridge Railings in an amount to be determined but no less than \$60,000; as well as pre-judgment

interest and such other and further relief as this Court deems just and proper.

Dated: White Plains, New York  
December 23, 2014

McCullough, Goldberger & Staudt, LLP

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*Attorneys for Plaintiff*