

02-1965-CD
LESTER W. SHIVELY, et al vs. NICK PATER, et al

Date: 10/20/2003
Time: 12:16 PM
Page 1 of 1

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2002-01965-CD

Current Judge: No Judge

Lester W. Shively, LWS Quality Home Improvements vs. Nick Patel, Khushi, Inc.

Civil Other

Date	Judge
12/20/2002	Filing: Civil Complaint Paid by: Sobel, John A. IV (attorney for Shively, No Judge Lester W.) Receipt number: 1852888 Dated: 12/20/2002 Amount: \$85.00 (Check) 3 cc Atty. Sobel. ✓
12/31/2002	Filing: Praeclipe to enter appearance filed by Atty. John A. sobel, Esq. 1 No Judge CC to Atty. ✓
02/14/2003	Amended Complaint. filed by s/John A. Sobel, Esquire 3 cc Atty Sobel No Judge✓
03/11/2003	Answer To Amended Complaint, New Matter and Counterclaim. filed by No Judge✓ s/James A. Naddeo, Esq. Certificate of Service 1 cc Atty Naddeo
04/01/2003	Answer To New Matter And Counterclaim. filed by s/John A. Sobel, No Judge ✓ Esquire Verification s/Lester W. Shively Certificate of Service 3 cc to Atty
07/16/2003	Filing: Praeclipe/List For Arbitration Paid by: Sobel, John A. IV (attorney No Judge for Shively, Lester W.) Receipt number: 1863197 Dated: 07/16/2003 Amount: \$20.00 (Check) ✓ Certificate of Readiness. filed by s/John A. Sobel, Esquire 3 cc Atty Sobel, Copy to C/A

*** ACTIVITY REPORT ***

Oct.15 '03 1:28

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Rx. TOTAL PAGES 002303
PRINT TOTAL PAGES 005366

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No. 02-1965-CJ

NICK PATEL t/d/b/a
KHUSHI, INC., :
Defendant

: COMPLAINT

: Filed on behalf of:
Defendant

: Counsel for this party:
John A. Sobel, Esquire

: Supreme Court No. 31670

: Sobel, Collins & Knaresboro
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

: (814)765-5552
FAX (814)765-6210

FILED

DEC 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No.

NICK PATEL t/d/b/a
KHUSHI, INC., :
Defendant

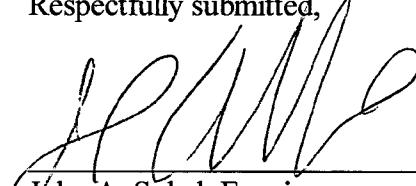
NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (2) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lost money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF
YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE
YOU CAN GET LEGAL HELP.**

David Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

Respectfully submitted,



John A. Sobel, Esquire
ID #31670

Sobel, Collins & Knaresboro
Attorneys at Law
218 South Second Street
Clearfield, PA 16830
(814)765-5552

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No.

NICK PATEL t/d/b/a
KHUSHI, INC., :
Defendant

C O M P L A I N T

NOW comes your Petitioner, Lester W. Shively, by and through his counsel, John A. Sobel, Esquire, and avers as follows:

1. That your Petitioner is Lester W. Shively, of 231 Edward Drive, Bellefonte, PA, 16823.
2. That the Respondent is Nick Patel, of 14424 Shawville Highway, Clearfield, PA, 16830.
3. That your Petitioner is the owner and operator of LWS Quality Home Improvements, which is a business engaged in the painting and wallpapering business which is also located at 231 Edward Drive, Bellefonte, PA, 16823.
4. That the Respondent trades and does business as Khushi, Inc. which is also located at 14424 Shawville Highway, Clearfield, PA, 16830.
5. That the Respondent and his corporation are the owner and operator of the Holiday Inn Express of Clearfield, PA.
6. That the Petitioner submitted to the Respondent a bid to do wallpapering at the Holiday Inn Express in Clearfield for the amount of \$21,775.00.
7. That Respondent did accept said bid and did employ the Petitioner to do said wallpapering.
8. That a copy of said bid which explains the terms and conditions of the proposed

wallpapering is hereby attached to this Petition and marked as Exhibit "A".

9. That your Petitioner did the wallpapering work at the Holiday Inn Express in April 16, 2002 and May 9, 2002.

10. That your Petitioner did charge the Respondent the sum of \$21,775.00 for the job.

11. That payment to the Petitioner was to be made by the Respondent in thirds, with the understanding that each third would be paid upon the successful completion of one floor of the Holiday Inn Express.

12. That the Respondent did pay two of the thirds when requested by your Petitioner.

13. That, upon completion of the job, your Petitioner made a request that the Respondent pay him the final one-third payment.

14. That the Respondent requested that the Petitioner wallpaper the stairwell area of the Holiday Inn Express, which your Petitioner had not worked on.

15. That your Petitioner did wallpaper said stairwell area and charged an additional \$375.00.

16. That the Respondent did make the final payment to your Petitioner but withheld \$969.39 for the final bill.

17. That the Respondent also did not pay the \$375.00 for the wallpaper work done in the stairwell area as had been requested of him by your Petitioner.

18. That said sums are still due and owing to your Petitioner and the Respondent has failed to pay to the Petitioner despite repeated requests by the Petitioner to pay the same.

19. That the Respondent inspected all of the wallpapering done by your Petitioner on the premises including the stairwell area and had expressed to your Petitioner that he was satisfied with the job done.

20. That your Petitioner lost \$1,000.00 in missed work during the period of time that he

worked on the Holiday Inn Express due to Respondent's actions.

21. That the Respondent advised your Petitioner on several occasions that the Holiday Inn Express was available for wallpapering but would later cancel the opportunities for the Petitioner to wallpaper the same when he arrived to work on the job.

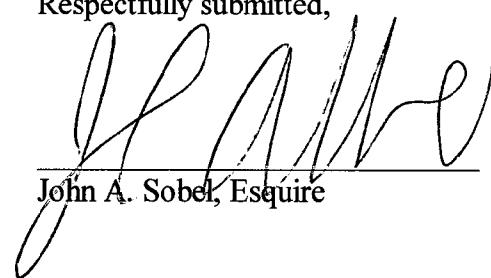
22. That your Petitioner was unable to work at any other jobs on those occasions.

23. That, for the reasons stated above, your Petitioner lost \$1,000.00 income in other jobs that he was unable to complete due to said actions of the Respondent.

24. That your Petitioner has made repeated requests of the Respondent and his employees for payment of his bill to no avail.

WHEREFORE, your Petitioner would respectfully request that your Honorable Court award your Petitioner the sum of \$2,343.38 plus cost, and interest, which represents the monies unpaid to him by the Respondent for work done as well as \$1,000.00 in lost income due to Respondent's actions.

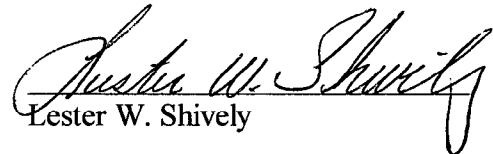
Respectfully submitted,



John A. Sobel, Esquire

AFFIDAVIT

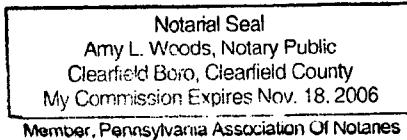
Before me, the undersigned official, personally appeared Lester W. Shively, known to me or satisfactory proven to be the same, who, having been duly sworn according to law, deposes and states that the facts contained within the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Lester W. Shively

Sworn to and subscribed before

me this 19th day of
December, 2002.


Amy L. Woods
Notary Public



L.W.S.
Quality Home Improvements



PROPOSAL

- Wallpaper
- Ceilings/Wall Textures
- Paint
- Roofing
- Drywall/Repair
- Decks

LESTER W. SHIVELY
(814) 353-1150

Free Estimates/Fully Insured

Job No.	_____
Date	_____
Sheet No.	_____

Proposal Submitted To:

Name David M Keen
Street Construction Manager
City Clearfield State PA
Phone Fax (814) 768-7600

Work To Be Performed At:

Street Clearfield Holiday Inn Express
City Clearfield State PA
Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Wallpaper (54' Commercial Wall Vinyl)

1st Floor all rooms + hallways with deletion of -

(Exponent room) / Bed / Glass / Electrical / Easy type tiling

2nd Floor all rooms + hallways with deletion of -

(2) mechanical rooms, storage, heating, keeping + Electrical)

3rd Floor All rooms + hallways with deletion of -

(Storage, housekeeping + electrical)

No. Stair wells (according to painted areas on architect's plans)

* Price quoted at 3²⁵ per yard (6,700 sq yards)

* Special Wall as per client's choice Clay straight paste vinyl
self punch out (3 week job completion)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Twenty one thousand seven hundred forty four Dollars 21,744.00

with payments to be made as follows: payments on 1/3rds final upon completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

Note-This proposal may be withdrawn by us if not accepted
within 115 days.

ACCEPTANCE OF PROPOSAL	
The above terms, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.	
Payment will be in installments outlined above.	
Date	Signature _____
Date	Signature _____

Signature _____

Signature _____

EXHIBIT

"A"

No.

Lester W. Shively t/d/b/a
LWS Quality Home Improvements,
Plaintiff

v.s

Nick Patel t/d/b/a
Khushi, Inc.
Defendant

C O M P L A I N T

FILED

3cc
B 01/10/44 S
DEC 20 2002
Arys Sobel
Atty ad. 85.00

William A. Shaw
Prothonotary

Sobel, Collins & Knarrshurn
ATTORNEYS & COUNSELORS AT LAW
2118 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552 (814) 765-6655

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC.,
Defendant

: **AMENDED COMPLAINT**

: Filed on behalf of:
Plaintiff

: Counsel for this party:
John A. Sobel, Esquire

: Supreme Court No. 31670

: Sobel, Collins & Knaresboro
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

: (814)765-5552
FAX (814)765-6210

FILED

FEB 14 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC.,
Defendant

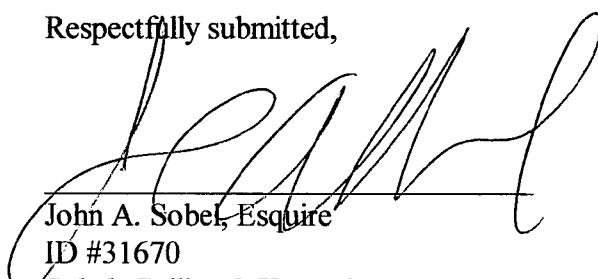
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David Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

Respectfully submitted,



John A. Sobel, Esquire
ID #31670
Sobel, Collins & Knaresboro
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC., :
Defendant

AMENDED COMPLAINT

NOW comes the Plaintiff, Lester W. Shively, by and through his counsel, John A. Sobel, Esquire, and avers as follows:

1. That the Plaintiff is Lester W. Shively, of 231 Edward Drive, Bellefonte, PA, 16823.
2. That the Plaintiff is the owner and operator of LWS Quality Homes Improvements, which is a sole proprietorship and engaged in the business of painting and wallpapering and which is also located at 231 Edward Drive, Bellefonte, PA, 16823.
3. That the Defendant is Khushi, Inc., which is a corporation organized under the laws of the Commonwealth of Pennsylvania and which is located at 14424 Clearfield Shawville Highway, Clearfield, PA 16830.
4. That the Defendant is the owner and operator of the Clearfield Holiday Inn Express located at 14424 Clearfield Shawville Highway, Clearfield, PA, 16830.
5. That the President of said corporation is Nick Patel, also of 14424 Clearfield Shawville Highway, Clearfield, PA, 16830.
6. That the Plaintiff submitted to the Defendant a bid to do wallpapering at the Holiday Inn Express in Clearfield in the amount of Twenty-one Thousand Seven Hundred and Seventy-five Dollars (\$21,775.00). A copy of said bid is hereby attached to this Petition and marked as Exhibit

“A”.

7. That the Defendant did accept said bid and did employ the Plaintiff to do said wallpapering.

8. That the Plaintiff and the Defendant did execute a contract dated April 14, 2002, to do some wallpapering as well as some painting, a copy of which is attached to this Petition and marked as Exhibit “B”.

9. That said contract was executed by Nick Patell on behalf of the Defendant.

10. That the Plaintiff did the wallpapering work at the Holiday Inn Express from April 16, 2002 until May 9, 2002.

11. That the Plaintiff did charge the Defendant the sum of Twenty-one Thousand Seven Hundred and Seventy-five Dollars (\$21,775.00) for the job.

12. That the payment to the Plaintiff was to be made by the Defendant in thirds, with the understanding that each third would be paid upon the successful completion of one floor of the Holiday Inn Express in Clearfield.

13. That the Defendant did pay two of the thirds when so requested by the Plaintiff.

14. That the Plaintiff did complete wallpapering on one floor of the Holiday Inn at each time that he requested payment.

15. That, upon final completion of the job, the Plaintiff made a request that the Plaintiff pay him the final one-third payment.

16. That Defendant requested that the Plaintiff wallpaper the stairwell area of the Holiday Inn Express, which the Plaintiff had not previously worked on.

17. That the Plaintiff requested that he be paid the final one-third payment prior to beginning the wallpapering in the stairwell, but Nick Patel indicated on behalf of the Defendant that the

Defendant would pay the final one-third payment as well as the additional charge for wallpapering the stairwell together upon completion of the wallpapering of the stairwell.

18. That the Plaintiff did wallpaper said stairwell and did charge an additional Three Hundred and Seventy-five Dollars (\$375.00) for that job.

19. That the Defendant did make final payment to the Defendant but withheld Nine Hundred and Sixty-nine Dollars and 38/100 (\$969.38) from the final amount of monies owed.

20. That the Defendant also did not pay the Three Hundred and Seventy-five Dollars (\$375.00) for the wallpapering done in the stairwell area as had been previously agreed upon by the Defendant.

21. That said sums are still due and owing to the Plaintiff and the Defendant has failed to pay the Plaintiff despite repeated requests by the Plaintiff to the Defendant to pay the same.

22. That the Defendant inspected all of the wallpapering done by the Plaintiff on the premises including the stairwell area and Nick Patel expressed to Plaintiff on behalf of the Defendant that he was satisfied with the job done.

23. That the Plaintiff additionally lost One Thousand Dollars (\$1,000.00) in work during the period of time that he was doing the wallpapering on the Holiday Inn Express due to the actions of the President of the Defendant's Corporation.

24. That Nick Patel advised Defendant on several occasions that the Holiday Inn Express was available for wallpapering but would later cancel those same opportunities for the Plaintiff to wallpaper the Holiday Inn Express when the Plaintiff would arrive to work on the job.

25. That the Plaintiff was unable to work on any jobs on those occasions and consequently lost other jobs that total in the amount of One Thousand Dollars (\$1,000.00).

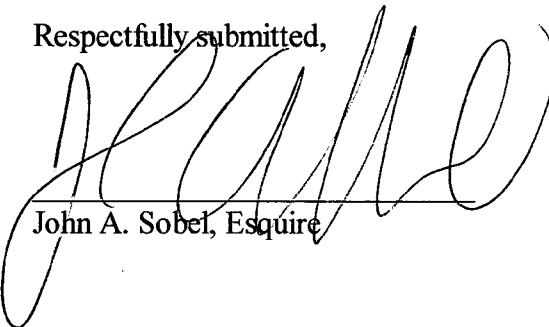
26. That the Plaintiff has made repeated requests of the Defendant and his agents to pay the

final bill but to no avail.

WHEREFORE, your Plaintiff would respectfully request that your Honorable Court award the Plaintiff the sum of Two Thousand Three Hundred and Forty-three Dollars and 38/100 (\$2,343.38) plus costs and interest which represents the monies unpaid to him by the Defendant for work done as well as One Thousand Dollars (\$1,000.00) in lost income due to the actions of Defendant.

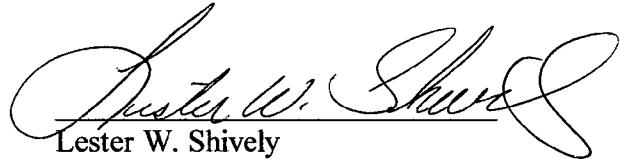
Respectfully submitted,

John A. Sobel, Esquire



AFFIDAVIT

Before me, the undersigned official, personally appeared Lester W. Shively, known to me or satisfactory proven to be the same, who, having been duly sworn according to law, deposes and states that the facts contained within the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.



Lester W. Shively

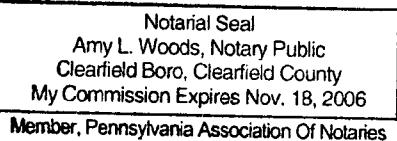
Sworn to and subscribed before

me this 14th day of

February, 2003.



Amy L. Woods
Notary Public



1997 Edition - Electronic Format

AIA Document A401 - 1997

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 14TH day of APRIL in the year 2002.
(In words, indicate day, month and year)

BETWEEN the Contractor:

(Name, address and other information)

Khushi Inc
14424 Clearfield Shawville Highway
Clearfield, PA 16830
Phone: (814) 768-7500
Fax: (814) 768-7600

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

and the Subcontractor:

(Name, address and other information)

L.W.S.
Quality Home Improvements
231 EDWARD DRIVE
BELLEFONTE, PA 16830
Phone: 814/353-1150
Fax: 814/357-0269

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

The Contractor has made a contract for construction dated: APRIL 14, 2002.

With the Owner: 8

(Name, address and other information)

Khushi Inc
Mr. Nick Patel
14424 Clearfield Shawville Highway
Clearfield, PA 16830
Phone: (814) 768-7500
Fax : (814) 768-7600



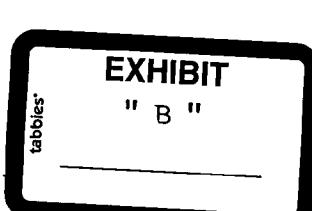
For the following Project:

Holiday Inn Express
69 Unit Hotel
14424 Clearfield Shawville Highway
Clearfield, PA 16830
(Include detailed description of Project, location and address)

©1997 AIA®
AIA DOCUMENT A401 - 1997
CONTRACTOR - SUBCONTRACTOR
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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which Contract is hereinafter referred to as the Prime Contract and which 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 is:

A & E International

2103-A Electric Road

Roanoke, VA 24018

(Name, address and other information)

The Contractor and the Subcontractor agree as follows.

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 edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

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 Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 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 which 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 which the Contractor, under such

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



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AIA DOCUMENT A401 - 1997
CONTRACTOR - SUBCONTRACTOR
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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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.

2.2 The Contractor may require the Subcontractor to enter into 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 which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

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 Paragraph 4.1 and Article 5. As soon as practicable 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 Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

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

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 facilities 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, which affects this Subcontract and which 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.

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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

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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 which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 Liquidated damages for delay, if provided for in Paragraph 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 services or materials provided the Subcontractor shall require:

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

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three 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, after three days following receipt by the Subcontractor of an additional written notice, 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 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 or Owner's own forces.

4.1.2 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.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

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 which may be in the course of preparation, manufacture or transit.

4.1.5 The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract.

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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 and the Owner's own forces 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 or the Owner's own forces.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections 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, ordinances, rules, regulations and 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 Subsubcontractors 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 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 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

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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 Subparagraph 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) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

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 unclean conditions caused by other contractors or subcontractors.

4.4.2 As provided under Subparagraph 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.

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4.5 WARRANTY

4.5.1 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 otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

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 Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 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



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obligation under Subparagraph 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

4.7.1 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 adjustment, 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 which would be inconsistent with the changes made by the Modifications 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 ARBITRATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or

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equitable 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.

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 ARBITRATION

6.2.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.

6.2.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

6.2.3 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

6.2.4 Limitation on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. 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.

6.2.5 Claims and Timely Assertion of Claims. 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.

6.2.6 Judgment on Final Award. 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

7.1.1 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

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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 persistently or 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 seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice 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 Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor.

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.

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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.

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.

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:

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



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7.4 ASSIGNMENT OF THE SUBCONTRACT

7.4.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has

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been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

8.1 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. SUBCONTRACTOR IS TO PROVIDE ANY AND ALL EQUIPMENT, TOOLS AND LABOR NEEDED TO COMPLETE ALL PRIMER PAINTING OF WALLS ONLY AND INSTALLATION OF ALL WALLPAPER OF THE HOLIDAY INN EXPRESS AS OUTLINED IN DIVISION 9, SECTIONS 09720, 09910..

(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.)

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ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph 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. APRIL 14, 2002.

(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.)

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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 JUNE 15, 2002.

(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.)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. THE SUBCONTRACTOR SHALL FOLLOW THE PROJECT SCHEDULE PREPARED BY KHUSHI, INC. A PENALTY OF \$500.00 PER DAY FOR EACH DAY AFTER JUNE 15, 2002.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)



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ARTICLE 10 SUBCONTRACT SUM

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10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of NOT TO EXCEED TWENTY-NINE THOUSAND TWO HUNDRED SEVENTY FIVE Dollars (\$29,275.00), 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: N/A
(Insert the numbers or other identification of accepted alternates.)

10.3 Unit prices, if any, are as follows:
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:

11.3 Provided an application for payment is received by the Contractor not later than the 25TH 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 within three 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 Paragraphs 11.7, 11.8 and 11.9.

11.4 If an 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.

11.5 Each 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

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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 follows:

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 which 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 Subparagraph 11.7.1 or 11.7.2 which 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 which 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

11.9.1 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

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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 pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand. FUNDS SHALL BE HELD BACK FROM THE FINAL PAYMENT FOR ANY INCOMPLETE (PUNCH LIST) ITEMS. THE FUNDS HELD BACK FOR PUNCH-LIST ITEMS SHALL BE HELD IN A NON-INTEREST BEARING ACCOUNT AND SHALL BE EQUAL TO 150% OF THE CONTRACTOR'S ESTIMATE TO COMPLETE THE ITEMS. THE TERMS OF ANY ESCROW SHALL BE DECIDED UPON BY THE PARTIES PRIOR TO OWNER MAKING THE FINAL PAYMENT.

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

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.

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ARTICLE 13 INSURANCE AND BONDS

13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability: SUBCONTRACTOR'S LIABILITY INSURANCE. SUBCONTRACTOR AGREES TO KEEP IN FORCE AT SUBCONTRACTOR'S EXPENSE DURING THE ENTIRE PERIOD OF CONSTRUCTION ON THE PROJECT SUCH LIABILITY INSURANCES AS WILL PROTECT IT FROM CLAIMS, UNDER WORKMEN'S COMPENSATION AND OTHER EMPLOYEE BENEFIT LAWS, FOR BODILY INJURY AND DEATH, AND FOR PROPERTY DAMAGE, THAT MAY ARISE OUT OF THE WORK, WHETHER DIRECTLY OR INDIRECTLY BY SUBCONTRACTOR, OR DIRECTLY OR INDIRECTLY BY ITS SUBCONTRACTORS. THE MINIMUM LIABILITY LIMITS OF SUCH INSURANCE SHALL NOT BE LESS THAN THE LIMITS SPECIFIED IN THE CONTRACT DOCUMENTS OR BY LAW FOR THAT TYPE OF DAMAGE CLAIM. SUBCONTRACTOR PROMISES TO USE REASONABLE EFFORTS TO ENSURE THAT ALL THEIR SUB-CONTRACTORS CARRY THE APPROPRIATE INSURANCE.

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13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.



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

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

13.5 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.

13.6 Performance Bond and Payment Bond: N/A
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

13.7 PROPERTY INSURANCE

13.7.1 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.

13.7.2 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.

13.7.3 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.

13.8 WAIVERS OF SUBROGATION

13.8.1 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.

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ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

14.1 The Contractor shall furnish and make available to the Subcontractor the following temporary facilities, equipment and services; these shall be furnished at no cost to the Subcontractor unless otherwise indicated below: N/A

14.2 Specific working conditions: N/A
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

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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.

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.

0.0%

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

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's, Contractor's and Subcontractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

15.3 Retainage and any reduction thereto is as follows: 10% OF THE TOTAL CONTRACT RETAINED UNTIL COMPLETION OF THE CONTRACT.

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 as follows:

16.1.1 This executed 1997 edition of the Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-1997;

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:
N/A

Modification

Date

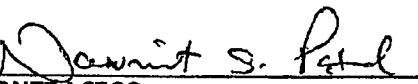


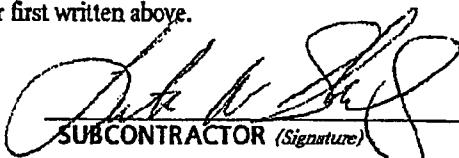
16.1.4 Other Documents, if any, forming part of the Subcontract Documents are as follows:
(List any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be part of the Subcontract Documents.)

1. ALL DRAWINGS AND SPECIFICATIONS AS OUTLINED IN EXHIBIT "A" (ATTACHED); 2. SCOPE OF WORK (ATTACHED); 3. L.W.S. QUALITY HOME IMPROVEMENTS PROPOSAL (ATTACHED).

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


CONTRACTOR (Signature)


SUBCONTRACTOR (Signature)

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Navnit S. Patel

(Printed name and title)

Lester W. Shirely

(Printed name and title)

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EXHIBIT 'A'

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CIVIL

- C1.1 CIVIL SITE ABBREVIATIONS & LEGENDS
- C1.2 SITE BASEMAP
- C1.3 DIMENSIONAL & UTILITY PLAN
- C1.4 GRADING AND EROSION CONTROL PLAN
- C1.5 PROFILES
- C1.6 EROSION CONTROL NARRATIVE & DETAILS
- C1.7 STANDARD DETAILS
- C1.9 STANDARD DETAILS
- C2.1 LANDSCAPING PLAN & DETAILS

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- A0.1.0 COVER SHEET AND DRAWING INDEX
- A0.2.0 PARTITION TYPES
- A1.1.0 DUMPSTER DETAILS
- A2.1.0 FIRST LEVEL PLAN
- A2.1.1 FIRST LEVEL REFLECTED CEILING PLAN
- A2.1.2 FIRST LEVEL FINISH PLAN
- A2.1.3 FIRST LEVEL FF&E PLAN
- A2.2.0 SECOND LEVEL PLAN
- A2.2.1 SECOND LEVEL REFLECTED CEILING PLAN
- A2.2.2 SECOND LEVEL FINISH AND FURNITURE PLAN
- A2.3.0 THIRD LEVEL PLAN
- A2.3.1 THIRD LEVEL REFLECTED CEILING PLAN
- A2.3.2 THIRD LEVEL FINISH PLAN AND FURNITURE DETAIL
- A2.4.0 ATTIC PLAN
- A2.5.0 ROOF PLAN
- A2.6.1 FINISH SCHEDULE
- A2.6.2 SCHEDULES, DOOR ELEVATIONS AND DOOR DETAILS
- A2.6.3 WINDOW AND STOREFRONT ELEVATIONS AND DETAILS
- A3.1.0 EXTERIOR ELEVATIONS
- A3.2.0 BUILDING SECTIONS
- A4.1.0 ENLARGED CORE PLAN
- A4.1.1 ENLARGED CORE FINISH PLAN
- A4.1.2 ENLARGED CORE FURNITURE PLAN
- A4.2.0 INDOOR POOL ALTERNATE PLANS AND DETAILS
- A4.3.0 ENLARGED GUEST ROOM PLANS
- A4.3.2 ENLARGED GUEST ROOM FF&E PLANS
- A5.1.0 INTERIOR ELEVATIONS - PUBLIC AREAS
- A5.1.1 INTERIOR ELEVATIONS - BACK OF HOUSE & GUEST ROOMS
- A5.2.0 MILLWORK DETAILS
- A5.2.1 MILLWORK DETAILS
- A5.2.2 CABINET, VANITY AND FIREPLACE DETAILS
- A7.1.0 ELEVATOR AND STAIR PLANS, SECTIONS, AND DETAILS
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- A8.1.1 WALL SECTIONS
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- S-3 SECOND FLOOR FRAMING PLAN
- S-4 THIRD FLOOR FRAMING PLAN
- S-5 ROOF FRAMING PLAN
- S-6 SECTIONS AND DETAILS
- S-7 TYPICAL DETAILS
- S-8 TYPICAL DETAILS

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- M2.1.0 FIRST FLOOR PLAN - HVAC
- M2.2.0 SECOND FLOOR PLAN - HVAC
- M2.3.0 THIRD FLOOR PLAN - HVAC
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- P2.1.0 FIRST FLOOR PLAN - SANITARY
- P2.2.0 2ND LEVEL PLANS - SANITARY
- P2.3.0 3RD LEVEL PLANS - SANITARY
- P3.1.0 FIRST FLOOR PLAN - WATER
- P3.2.0 2ND LEVEL PLANS - WATER
- P3.3.0 3RD LEVEL PLANS - WATER
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- P5.1.0 RISER DIAGRAM PLUMBING

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EXHIBIT 'A'

3 OF 6

Holiday Inn Express
76 Room Hotel

00010-1

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SECTION 00010

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This package of Documents is representative of design criteria and is not intended for construction. Franchisee, and their architect/engineer-of-record and consultants are responsible for verifying and complying with applicable laws, codes, ordinances, rules, regulations, orders, and other legal requirements of jurisdictional authorities.

INTRODUCTORY INFORMATION

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CONTRACTING REQUIREMENTS

Contracting Requirements such as General Conditions and Supplementary Conditions are required to be developed by franchisee and their architect/engineer-of-record.

DIVISION 01 GENERAL REQUIREMENTS

General Requirements, generally delineating administrative, procedural, and temporary facilities, are required to be developed by franchisee and their architect/engineer-of-record for specific project and location.

Architect/engineer references in Project Manual are intended to refer to franchisee's architect/engineer-of-record, not prototype architect.

Drawings and Technical Specifications within this package are produced for specific a 76 room hotel, three floors in height, wood frame structure with gypsum lightweight fill on elevated floors, wood floor and roof trusses, brick and EIFS exterior walls, and architectural fiberglass shingles.

Section 00020	Invitation To Bid
Section 00300	Bid Forms
Section 01040	Coordination
Section 01100	Summary Of Work
Section 01220	Project Meetings
Section 01310	Schedule of Work
Section 01340	Shop Drawings, Product Data and Samples
Section 01350	Sample Rooms
Section 01310	Schedule of Values
Section 01500	Temporary Facilities, Utilities and Controls
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EXHIBIT 'A'

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Holiday Inn Express
76 Room Hotel

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Section 04080	Masonry Anchorage and Reinforcement
Section 04090	Masonry Accessories
Section 04210	Brick

DIVISION 05 METALS

Section 05100	Structural Steel
Section 05500	Metal Fabrications
Section 05510	Metal Stairs

DIVISION 06 WOOD AND PLASTICS

Section 06100	Rough Carpentry
Section 06175	Wood Trusses
Section 06200	Finish Carpentry
Section 06625	Solid Surfacing Materials

DIVISION 07 THERMAL AND MOISTURE PROTECTION

Section 07162	Cementitious Capillary/Crystalline Waterproofing
Section 07210	Building Insulation
Section 07240	Exterior Insulation and Finish System
Section 07310	Shingles
Section 07411	Metal Roof Panels
Section 07600	Flashing and Sheet Metal
Section 07650	Flexible Flashing
Section 07840	Firestopping
Section 07920	Joint Sealants

DIVISION 08 DOORS AND WINDOWS

Section 08110	Steel Doors and Frames
Section 08210	Wood Doors
Section 08310	Access Doors and Panels
Section 08410	Aluminum Entrances and Storefronts
Section 08461	Automatic Sliding Doors
Section 08520	Aluminum Windows
Section 08710	Door Hardware
Section 08720	Guestroom Locking Systems
Section 08800	Glazing

DIVISION 09 FINISHES

Section 09230	Reinforced Gypsum Units
Section 09260	Gypsum Board Assemblies
Section 09300	Tile
Section 09510	Acoustical Ceilings
Section 09650	Resilient Flooring
Section 09680	Carpet

EXHIBIT 'A'

5 of 6

Holiday Inn Express
76 Room Hotel

00010-3

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Section 09720 Wall Covering
Section 09910 Paints

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Section 10125 Visual Aid Boards
Section 10200 Louvers and Vents
Section 10305 Manufactured Fireplaces
Section 10522 Fire Extinguishers, Cabinets, and Accessories
Section 10675 Wire Storage Shelving
Section 10810 Toilet Accessories
Section 10990 Miscellaneous Building Specialties

DIVISION 11 EQUIPMENT

Section 11451 Residential Appliances

DIVISION 12 FURNISHINGS

Section 12481 Floor Mats and Frames

DIVISION 13 SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 CONVEYING SYSTEMS

Section 14241 Hydraulic Passenger Elevators
Section 14561 Linen Chutes

DIVISION 15 MECHANICAL

Section 15050 Mechanical General Requirements
Section 15250 Insulation
Section 15400 Plumbing Systems & Equipment
Section 15500 Fire Protection Systems
Section 15630 Electric Heating Equipment
Section 15770 Direct Expansion Equipment
Section 15820 Fans
Section 15835 Swimming Pool Packaged Dehumidifier Unit
Section 15840 Ductwork & Accessories
Section 15870 Air Distribution Devices
Section 15900 Automatic Temperature Control System
Section 15990 Testing, Adjusting and Balancing

DIVISION 16 ELECTRICAL

Section 16010 Basic Materials and Methods
Section 16020 Conduit and Raceways
Section 16070 Conductors
Section 16080 Wiring Devices
Section 16090 Boxes
Section 16390 Grounding
Section 16415 Low Voltage Switchboard
Section 16435 Panelboards
Section 16442 Overcurrent Protective Devices
Section 16455 Motor and Circuit Disconnects
Section 16480 Equipment Connections and Control Wiring

EXHIBIT 'A'

6 OF 6

Holiday Inn Express
76 Room Hotel

00010-4
Table of Contents

Section 16500	Lighting Fixtures
Section 16747	Fire Alarm System
Section 16753	Data Raceway System
Section 16765	Television Signal Distribution System
Section 16780	Background Music System
Section 16785	Closed Circuit Television System

END TABLE OF CONTENTS

Certain specification sections in this Project Manual are used by permission of ASAC which holds copyrights on same.
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ASAC Consultants
555 Shannan Green Circle SW, Mableton GA 30126-1635
Voice 770.944.8532 Data 770.319.8165 Fax 770.319.8166
InterNet: specman@georgiasouth.net

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Specification Consultant for Culpepper, McAuliffe and Meaders, Inc.
cmm@minispring.com

L.W.S.
Quality Home Improvements



PROPOSAL

LESTER W. SHIVELY

(814) 353-1150

611 883-1059
Free Estimates/Fully Insured

No.

Date

Sheet No.

- Wallpaper
- Ceilings/Wall Textures
- Paint
- Roofing
- Drywall/Repair
- Decks

Proposal Submitted To:

Name David Keer
Street 14424 C1F1, Shannville Hwy
City Clearfield State PA
Phone (814) 768-7500

Work To Be Performed At:

Clearfield Holiday Inn Express

Street

City _____ State _____

Date of Plans

Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Painting

Orkless Spraying ... paint... all... areas...

of... inside... of... Structure (Holiday Inn Express)

- Taping... at... curvatures... of... tub... Surrounds

- All... painting... Equipment... incld... the... price

Paint materials ... Primers/sizing... tape, paper
(for masking) ... supplied... by... builder

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Seven thousand five hundred Dollars (\$ 7,500.00)
with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Eric Classenall

Respectfully submitted

Per

Lester W. Shively

Note-This proposal may be withdrawn by us if not accepted
within ... days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date

L.W.S.
Quality Home Improvements

Wallpaper • Ceilings/Wall Textures
Paint • Roofing
Drywall/Repair • Decks



PROPOSAL

LESTER W. SHIVELY
(814) 353-1150

No. 1

Date 9-14-02

Sheet No. 1

Proposal Submitted To:

Name David M. Koen
Street Construction Manager
City Clearfield State PA
Phone Fax 768-7600

Work To Be Performed At:

Clearfield Holiday Inn Express
Street
City _____ State _____
Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

54' Wall. Vinyl

1st Floor all rooms + hallways with deletion of
(Equipment rooms, fitness, electrical, employee + laundry)

2nd Floor rooms + hallways with deletion of
(2 mechanical, storage, housekeeping + electrical)

3rd Floor rooms + hallways with deletion of
(Storage, housekeeping + electrical)

No stairwells (according to painted areas on architect plans)

* Price quoted at 3.25 per yard. Estimated (6,700 cu. yds.)

Note: Sherman Williams professional choice. Clay Stippable paste
not to exceed (3 week max conditio)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Twenty five thousand Seven hundred Sixty five Dollars (\$21,775.00) with payments to be made as follows: start date pay out checked/accepted before

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

Note-This proposal may be withdrawn by us if not accepted
within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

No. 02-1965-CD

Lester W. Shively t/d/b/a
LWS Quality Home Improvements,
Plaintiff

vs.

Khushi, Inc.,
Defendant

Amended Complaint

REC
Atty Sabel
FEB 14 2003
Clerk

William A. Shaw
Prothonotary

Sabel, Collins & Knarzaburn
ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552 (814) 765-6555

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No. 02-1965

NICK PATEL t/d/b/a
KHUSHI, INC., :
Defendant

: PRAECIPE
: Filed on behalf of:
: Lester W. Shively, Plaintiff
: Counsel for this party:
: John A. Sobel, Esquire
: Supreme Court No. 31670
: Sobel, Collins, & Knaresboro
: Attorneys at Law
: 218 South Second Street
: Clearfield, PA 16830
: (814)765-5552
: (814)765-6210

FILED

DEC 31 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965

NICK PATEL t/d/b/a
KHUSHI, INC.,
Defendant

P R A E C I P E

To the Clerk of Courts:

Kindly enter my appearance as counsel for the above plaintiff.

Date:

John A. Sobel, Esquire

No. 02-1965-CD

Lester W. Shively t/d/b/a
LMS Quality Home Improvements,
Plaintiff

vs.

Nick Patel t/d/b/a
Khushi, Inc.
Defendant

P R A E C I P E

FILED
10/30/2002
ATTY Sobel
10/31/2002
CJA

William A. Shaw
Prothonotary

Sinzel, Collins & Knarrhawn
ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552 (814) 766-6555

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOMES IMPROVEMENTS,
Plaintiff,

v.

KHUSHI, INC.,
Defendant.

*

*

*

*

No. 02-1965-CD

*

*

*

*

*

Type of Pleading:

*

*

**ANSWER TO AMENDED
COMPLAINT, NEW MATTER**

AND COUNTERCLAIM

*

**Filed on behalf of:
Defendant**

*

**Counsel of Record for
this party:**

*

*

**James A. Naddeo, Esq.
Pa I.D. 06820**

*

**211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601**

FILED

MAR 11 2003

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOMES IMPROVEMENTS, *
Plaintiff,
*
*
v. * NO. 02-1965-CD
*
*
*
KHUSHI, INC.,
Defendant. *

NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

James A. Naddeo
James A. Naddeo, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOMES IMPROVEMENTS, *
Plaintiff, *
*
v. * No. 02-1965-CD
*
*
KHUSHI, INC., *
Defendant. *

**ANSWER TO AMENDED COMPLAINT,
NEW MATTER AND COUNTERCLAIM**

AND NOW comes the Defendant, KHUSHI, INC., by and through its attorney, James A. Naddeo, Esquire, and sets for the following:

1. Admitted.
2. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Denied as stated. On the contrary, it is alleged that Plaintiff's bid was accepted subject to the parties entering into a contract acceptable to both.
8. Admitted.
9. Admitted.

10. Admitted but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted as stated but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

15. Admitted but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

16. Admitted as stated but in further answer thereto, it is alleged that Plaintiff was to wallpaper the stairwell area of the Holiday Inn Express incident to the contract dated April 14, 2002.

17. Denied. On the contrary, it is alleged that Mr. Patel never agreed to pay to Plaintiff the sum of \$375.00 to wallpaper the stairwell for the reason that the stairwell was to be papered as part of the contract price contained in the contract dated April 14, 2002.

18. Admitted but in further answer thereto, Defendant incorporates its answer to Paragraph 17 of Plaintiff's Complaint by reference and makes it a part hereof.

19. Admitted but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

20. Admitted but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

21. Denied for reasons contained in the New Matter and Counterclaim hereinafter set forth by reference and made a part hereof.

22. Denied and in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

23. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

24. Denied. On the contrary, it is alleged that Plaintiff made no effort to do additional wallpapering or to complete punch list items after May 9, 2002. In further answer

thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

25. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

26. Admitted but in further answer thereto, Defendant incorporates the allegations contained in the New Matter and Counterclaim hereinafter set forth by reference and makes it a part hereof.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

NEW MATTER

27. That the contract referred to in Paragraph 8 of Plaintiff's Complaint as Exhibit "B" required Plaintiff to substantially complete his work on or before June 15, 2002.

28. That in May 2002 the parties developed a punch list of corrective work and/or work which required completion by Plaintiff.

29. That Plaintiff failed and/or refused to complete the punch list within the time required by the written contract of April 14, 2002.

30. That in order to comply with Holiday Inn franchisor requirements, Defendant had to complete the punch list so that its franchisor would permit the Clearfield Holiday Inn Express to open.

31. That Defendant was required to expend sums as hereinafter set forth in its Counterclaim to complete the punch list items that Plaintiff failed and/or refused to complete in a timely manner.

COUNTERCLAIM

32. Defendant incorporates the allegations contained in Paragraphs 27 through 31 of its New Matter by reference and makes it a part hereof.

33. That in order to open the Clearfield Holiday Inn Express within the timeframe required by its franchisor, Defendant was required to complete certain punch list items believed and therefore averred to be the obligation of Plaintiff.

34. That the punch list items completed by Defendant included, but are not limited to, the following:

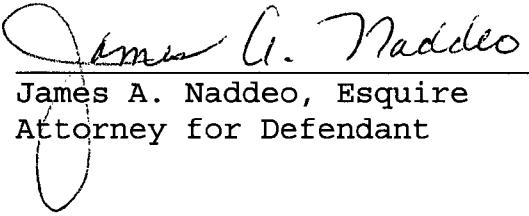
- A. Clean up paint splatters;
- B. Re-paint and/or touch up areas that were not covered or properly covered;
- C. Make wallpapering repairs; and

D. Complete wallpapering in various areas of the building.

35. That Defendant utilized its own employees to perform the work described in Paragraph 34 hereof, which is incorporated herein by reference, at a total cost of \$4,889.00.

WHEREFORE, Defendant claims damages from Plaintiff in the amount of \$4,889.00 with interest as allowable by law.

Respectfully submitted,


James A. Naddeo
James A. Naddeo, Esquire
Attorney for Defendant

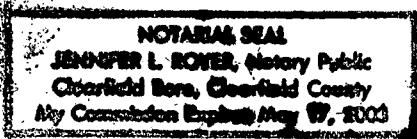
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared Nick Patel, who being duly sworn according to law, deposes and states that he is the President of Khushi, Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Nawit S. Patel

SWORN and SUBSCRIBED before me this 7th day of January, 2003.

Jennifer L. Royer



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

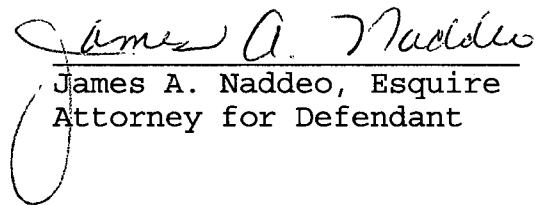
LWS QUALITY HOMES IMPROVEMENTS, *
Plaintiff, *
*
v. * No. 02-1965-CD
*
*
KHUSHI, INC., *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Defendant's Answer to Amended Complaint, New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 11th day of March 2003:

First-Class Mail, Postage Prepaid

John A. Sobel, IV, Esquire
218 South Second Street
Clearfield, PA 16830


James A. Naddeo
James A. Naddeo, Esquire
Attorney for Defendant

FILED *cc*
03/11/03 *Atty. Madden*
MAR 11 2003 *EAS*
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC.,
Defendant

: **ANSWER TO NEW MATTER
AND COUNTERCLAIM**

: Filed on behalf of:
Plaintiff

: Counsel for this party:
John A. Sobel, Esquire

: Supreme Court No. 31670

: Sobel, Collins & Knaresboro
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

: (814)765-5552
FAX (814)765-6210

FILED

APR 01 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC., :
Defendant

ANSWER TO NEW MATTER AND COUNTERCLAIM

AND NOW comes the Plaintiff, LWS Quality Home Improvements, by and through its attorney, John A. Sobel, Esquire, and sets forth the following:

NEW MATTER

27. Admitted.
28. Denied. On the contrary, it is alleged that the Plaintiff alone developed a punch list which he provided to the Defendant, who did not participate in the development of the same.
29. Denied. On the contrary, it is alleged that the Defendant repeatedly refused to review the punch list and the work done by the Plaintiff despite repeated requests on the part of the Plaintiff.
30. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient for him to form a belief as to the truth of said averment.
31. Denied. On the contrary, the Plaintiff developed the punch list and completed the work required of him and the same was accepted by Nick Patel on behalf of the Defendant.

COUNTERCLAIM

32. Admitted.

33. Denied. On the contrary it is alleged that the Plaintiff completed all items on the punch list and Defendant indicated its acceptance of the work through assurances given by Nick Patel.

34. Denied. On the contrary it is alleged that:

A. Plaintiff cleaned up all paint splatters prior to beginning the wallpapering and the same was approved by the Defendant.

B. That there were no re-paint and/or touch-up areas that needed further work on the part of the Plaintiff.

C. Defendant pointed out two wallpaper seams that needed to be cut and Plaintiff immediately did the necessary work such that the wallpaper seams were correctly cut in such a fashion as was approved by the Defendant.

D. All wallpapering was completed on the part of the Plaintiff.

35. Denied. On the contrary it is alleged that Plaintiff completed all work required of the Plaintiff and that there was no additional work that needed to be done by the Defendant and the Defendant did not utilize his own employees to perform the work alleged as said work was successfully completed by the Plaintiff.

WHEREFORE, Plaintiff would request that Defendant's counterclaim for damages in the amount of \$4,889.00 with interest be denied.

Respectfully submitted,

John A. Sobel, Esquire
Attorney for Plaintiff

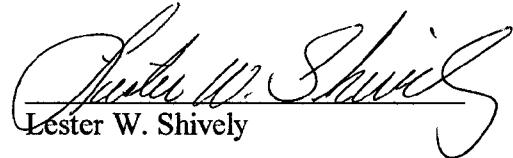
COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF CLEARFIELD

:

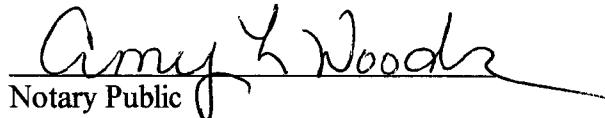
Before me, the undersigned official, personally appeared LESTER W. SHIVELY, known to me or satisfactory proven to be the same, who, having been duly sworn according to law, deposes and states that the facts contained within the foregoing ANSWER TO NEW MATTER AND COUNTERCLAIM are true and correct to the best of his knowledge, information and belief.

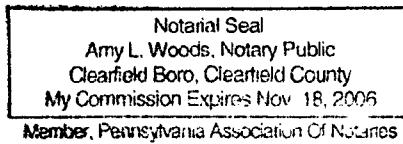

Lester W. Shively

Sworn to and subscribed before

me this 15th day of

April, 2003.


Amy L. Woods
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS, :
Plaintiff

Vs. : No. 02-1965-CD

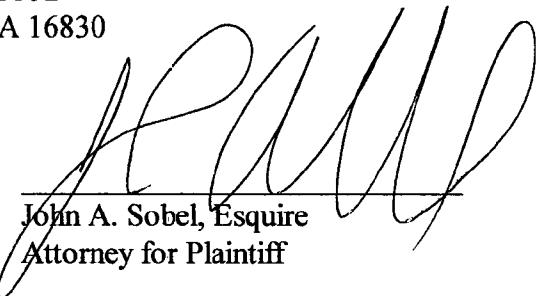
KHUSHI, INC., :
Defendant

CERTIFICATE OF SERVICE

I, JOHN A. SOBEL, ESQUIRE, do hereby certify that a certified copy of Plaintiff's Answer to New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 1 day of April, 2003:

First-Class Mail, Postage Prepaid

James A. Naddeo, Esquire
211 ½ East Locust Street
P.O. Box 552
Clearfield, PA 16830


John A. Sobel, Esquire
Attorney for Plaintiff

No. 02-1965-CD

Lester W. Shively, t/d/b/a
LWS Quality Home Improvements,
Plaintiff

vs.

Khushi, Inc.,
Defendant

Answer to New Matter and
Counterclaim

FILED

APR 01 2003
0/11:40 AM D4
William A. Shaw 3 cc to
Prothonotary
S&S

Sinclair, Collins & Knareshtron
ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552 (814) 766-6555

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATE TRIAL TIME	DATE PRESENTED
02-1965-CD	() Jury () Non-Jury		7-16-03
Date Complaint Filed: 12-20-02	(X) Arbitration	3 Hours	

PLAINTIFF(S)

**Lester W. Shively t/d/b/a
LWS Quality Home Improvements**

DEFENDANT(S) () Check block if a Minor
Is a Party to the Case

FILED

d 235
JUL 16 2003

*William A. Shaw
Prothonotary*

Khushi, Inc.

ADDITIONAL DEFENDANT(S) () **No. 02-1965-CD**

JURY DEMAND FILED BY: NA

DATE JURY DEMAND FILED: NA

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
\$20,000.00 or less	NA	NA

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and
witnesses are available; serious settlement negotiations have been conducted; the case is ready in
all respects for trial, and a copy of this Certificate has been served upon all counsel of record and
upon all parties of record who are not represented by counsel:

John A. Sobel, Esquire
FOR THE PLAINTIFF

(814)765-5552
TELEPHONE NUMBER

James A. Naddeo, Esquire
FOR THE DEFENDANT

(814)765-1601
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA
Case No. 03-cv-00833

~~FILED~~

02/25/01
JUL 16 2003

William A. Shaw
Prothonotary

No. 02-1965-CD

Lester W. Shively t/d/b/a
LWS Quality Home Improvements

vs.

Khushi, Inc.

Certificate of Readiness

3CC

Atty Sobel

Atty pd. 20.00

William A. Shaw *copy to CIA* *yes*
Prothonotary

FILED

07-35-001
JUL 16 2003

Subel, Gullins & Knurekshu
ATTORNEYS & COUNSELORS AT LAW
219 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5552 (814) 765-6555

Arb

11-403

ASSOCIATE
LINDA C. LEWIS

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

October 28, 2003

Marcy Kelley, Deputy Court Adm.
Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: LWS Quality Home Improvements vs.
Khushi, Inc./No. 02-1965-CD

Dear Ms. Kelley:

Enclosed is Defendant's Pre-Trial Statement. By copy of this letter, I am forwarding same to counsel of record and to the Arbitrators.

JAN/jlr

RECEIVED
OCT 28 2003
COURT ADMINISTRATOR'S
OFFICE

Enclosure

cc: John A. Sobel, IV, Esquire (w/ enc.)
Barbara J. Hugney-Shope, Esquire (w/ enc.)
Michael S. Marshall, Esquire (w/enc.)
Thomas F. Morgan, Esquire (w/ enc.)

sincerely,

James A. Naddeo
James A. Naddeo

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOME IMPROVEMENTS,
Plaintiff,

v.

KHUSHI, INC.,
Defendant.

*

*

*

* No. 02-1965-CD

*

*

*

*

*

Type of Pleading:

*

**DEFENDANT'S PRE-TRIAL
MEMORANDUM**

*

Filed on behalf of:

*

Defendant

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.
Pa I.D. 06820

*

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

RECEIVED

OCT 28 2003

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOME IMPROVEMENTS, *
Plaintiff,
*
*
v. * No. 02-1965-CD
*
*
KHUSHI, INC., *
Defendant. *

PRE-TRIAL MEMORANDUM

I. Factual Statement.

Plaintiff filed a Complaint in this matter seeking to recover for work allegedly performed on behalf of Defendant. Plaintiff alleges a cause of action based upon a written contract. Plaintiff's claim is based upon money due under the contract in the amount of \$2,343.38. Plaintiff also claims ancillary damages for lost income in the amount of \$1,000.00.

Defendant has set forth certain affirmative defenses to Plaintiff's claim. Specifically, Defendant alleges that Plaintiff failed to complete the work in a timely fashion as required by the contract. This failure required Defendant to complete the work to be performed by Plaintiff "in-house". Defendant contends it was necessary to complete the work so as to comply with the requirements of its franchisor, Holiday Inn. Defendant is the owner of Holiday Inn Express located on Route 879, Lawrence Township, Clearfield County, Pennsylvania.

Franchisor would not permit the facility to open until such time as it was ready for inspection. Inspection could not occur unless numerous punch list items to be performed by Plaintiff were completed.

II. Citation.

This case is based upon breach of a written contract. Defendant perceives no extraordinary legal issues that require reference to specific case law or statutes.

III. Witnesses.

A. Nick Patel, 201 West Pine Street, Apt. #1, Clearfield, PA 16830.

B. Meena Patel, 201 West Pine Street, Apt. #1, Clearfield, PA 16830.

C. David M. Koon, 354 Witten Lane, New Martinsville, WV 26155.

D. Patricia A. Aaron, 320 Walnut Street, Philipsburg, PA 16866.

E. Laurie J. Welker, 1002 Lyleville Road, Coalport, PA 16627.

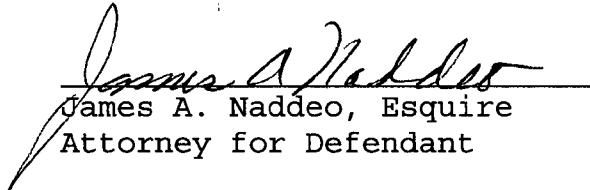
IV. Statement of Damages.

Defendant incurred labor costs to complete Plaintiff's work in the amount of \$4,889.00. Employee time records and statement paid for temporary help are attached hereto.

V. View.

Defendant will request the arbitrators to conduct a view of the Holiday Inn Express. The purpose of that view is to demonstrate to the arbitrators certain areas within the facility where Plaintiff failed to apply wallpaper as required by his contract with Defendant. The view will also demonstrate areas where the wallpaper applied by Plaintiff has bubbled. Finally, the arbitrators will be requested to observe areas where Plaintiff failed to clean glue from the walls, fixtures and windowsills.

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LWS QUALITY HOME IMPROVEMENTS, *
Plaintiff,
*
*
v. * No. 02-1965-CD
*
*
*
*
KHUSHI, INC.,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Defendant's Pre-Trial Memorandum filed in the above-captioned action was served on the following person and in the following manner on the 28th day of October 2003:

First-Class Mail, Postage Prepaid

John A. Sobel, IV, Esquire
SOBEL & COLLINS
218 South Second Street
Clearfield, PA 16830

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Defendant

Punch List for LWS

- Need to clean PAINT on main door
- Need to clean Paint and Glue on 80% of guest room windows
- Need to clean Paint and Glue on 80% of Tubs
- 80% of guest rooms has Bubbles in wallpaper
- All guest rooms - Need to clean Glue on wallpaper
- All Public Area- Need to clean Glue on wallpaper
- Did not finish wallpaper in stairway
- Did not finish job in Laundry Room

Spherion of DuBois
127 North Brady Street
DuBois, PA 15801



Invoice Number: 1609

Invoice Date: 7/7/2002

Customer Number: 693

Page #: 1

PO #:

FED ID#: 25-1678158

Bill To:

KHUSHI, INC.
KHUSHI, INC.
DAVID KOON
14424 CLFD/SHAWVILLE HWY.
CLEARFIELD, PA 16830

PAID
1418
8/6/02

Work Site:

14424 CLFD/SHAWVILLE HWY.
CLEARFIELD, PA 16830
(304) 281-7169
DAVID KOON

Date	Description	Hours	Bill Rate	Amount
7/7/2002	BONGYOR SR, JOSEPH G.	TEMP. STAFFING/CON 40.000 Reg	\$11.25	\$450.00
7/7/2002	BONGYOR SR, JOSEPH G.	TEMP. STAFFING/CON 32.000 OT	\$16.88	\$540.16
7/7/2002	BUMBARGER, JEFFREY L	TEMP. STAFFING/CON 40.000 Reg	\$11.25	\$450.00
7/7/2002	BUMBARGER, JEFFREY L	TEMP. STAFFING/CON 32.000 OT	\$16.88	\$540.16
7/7/2002	GARRETT, CHARLES	TEMP. STAFFING/CON 40.000 Reg	\$11.25	\$450.00
7/7/2002	GARRETT, CHARLES	TEMP. STAFFING/CON 5.000 OT	\$16.88	\$84.40
7/7/2002	HARRIS, ROY L.	TEMP. STAFFING/CON 33.000 Reg	\$11.25	\$371.25
7/7/2002	KOENIG, SCOTT D.	TEMP. STAFFING/CON 8.000 Reg	\$11.25	\$90.00
7/7/2002	LEWIS, ALFRED L.	TEMP. STAFFING/CON 40.000 Reg	\$11.25	\$450.00
7/7/2002	LEWIS, ALFRED L.	TEMP. STAFFING/CON 32.000 OT	\$16.88	\$540.16

Employee Cost: \$3,965.03 Tax: \$59.48
Service Fee Taxable: \$991.26 Total Due: Continue

Please Detach and Return This Portion With Your Payment

Spherion of DuBois
127 North Brady Street
DuBois, PA 15801



Invoice Number: 1552

Invoice Date: 7/2/2002

Customer Number: 693

Page #: 1

PO #:

FED ID#: 25-1678158



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7/15/02

Bill To:

KHUSHI, INC.
KHUSHI, INC.
DAVID KOON
14424 CLFD/SHAWVILLE HWY.
CLEARFIELD, PA 16830

Work Site:

14424 CLFD/SHAWVILLE HWY.
CLEARFIELD, PA 16830
(304) 281-7169
DAVID KOON

Date	Description	Hours	Bill Rate	Amount
6/30/2002	BONGYOR SR, JOSEPH G.	TEMP. STAFFING/CON 40.000	Reg \$11.25	\$450.00
6/30/2002	BONGYOR SR, JOSEPH G.	TEMP. STAFFING/CON 37.250	OT \$16.88	\$628.78
6/30/2002	BUMBARGER, JEFFREY L	TEMP. STAFFING/CON 40.000	Reg \$11.25	\$450.00
6/30/2002	BUMBARGER, JEFFREY L	TEMP. STAFFING/CON 37.250	OT \$16.88	\$628.78
6/30/2002	FISHEL, PAUL R	TEMP. STAFFING/CON 16.500	Reg \$11.25	\$185.63
6/30/2002	HARRIS, ROY L.	TEMP. STAFFING/CON 40.000	Reg \$11.25	\$450.00
6/30/2002	HARRIS, ROY L.	TEMP. STAFFING/CON 2.000	OT \$16.88	\$33.75
6/30/2002	KOENIG, SCOTT D.	TEMP. STAFFING/CON 37.000	Reg \$11.25	\$416.25
6/30/2002	LEWIS, ALFRED L.	TEMP. STAFFING/CON 40.000	Reg \$11.25	\$450.00
6/30/2002	LEWIS, ALFRED L.	TEMP. STAFFING/CON 37.250	OT \$16.88	\$628.78

Employee Cost: \$5,226.29 Tax: \$78.39
Service Fee Taxable: \$1,306.57 Total Due: Continue

Please Detach and Return This Portion With Your Payment

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PAYROLL WEEK ENDING DATE (SUNDAY): 6/24/02

spherion

GROUP TIMESHEET

CLIENT NAME: Khushi Inc

These people
clear everything.

EMPLOYEE'S NAME	HOURS WORKED
1. JEFFREY L. Bumberger (9.5) 160-62-0267	8AM - 6:00 - 0.5
2. JOSEPH G. Bongor Sr. (9.5) 196-44-6674	8AM - 6:00 - 0.5
3. Alfred L. Lewis (9.5) 182-52-2964	8AM - 6:00 - 0.5
4. Charles M. Garrett (9.5) 171-46-3624	8AM - 6:00 - 0.5
5. Jason Miller (9.5) 162-56-9997	8AM - 6:00 - 0.5
6. Vince Marcinko (9.5) 176-64-5321	8AM - 6:00 - 0.5
7. Paul R. Fisher Sr. (7) 9:00 AM - 4:00 PM	
8. Scott Koenig (9.5) ✓ 8AM - 6:00 PM - 0	
9. Josh Tindell (9.5) 8AM - 6:00 PM - 0	
10.	

SUPERVISOR'S SIGNATURE:

PAYROLL WEEK ENDING DATE (SUNDAY): 6/25/02

spherion

GROUP TIMESHEET

CLIENT NAME: Khushi Inc.

EMPLOYEE'S NAME	HOURS WORKED
1. Jeffrey L. Bumbarger (12)	8AM - 8:30 - .5
160-62-0267	
2. Joseph G. Bongyor Sr. (12)	8AM - 8:30 - 5
196-44-6674	
3. Alfred L. Lewis (12)	8AM - 8:30 - 5
182-52-2964	
4. Charles M. Garrett (12)	8AM - 8:30 - 5
171-46-3624	
5. Jason Miller (12)	8AM - 8:30 - 5
162-56-9997	
6. Vince Marcinko (12)	8AM - 8:30 - 5
176-64-5321	
7. Paul R. Fisher Sr. (9.5)	8AM - 6:00 - 5
	6:00 6
8. Scott Koenig (9.5)	✓ 8AM - 6:00 - 5
9. Josh Tindell (9.5)	8AM - 6:00 - 5
10.	

SUPERVISOR'S SIGNATURE: _____

PAYROLL WEEK ENDING DATE (SUNDAY): 6/26/02 - 6/27/02
 spherion.

GROUP TIMESHEET

CLIENT NAME: Khushi Inc

6/26

EMPLOYEE'S NAME	6/27/02	HOURS WORKED	
1. Jeffrey L. Bumbarger 160-62-0267	(12.5)	(13 3/4)	- 1hr
2. Joseph G. Bongyor SC 196-44-6674	(12.5)	(13 3/4)	- 1hr
3. Alfred L. Lewis 182-52-2964	(12.5)	(3 3/4)	- 1hr
4. Charles M. Garrett 171-46-3624	(12.5)	(3 3/4)	- 1hr
5. Jason Miller 162-56-9997	(12.5)	(3 3/4)	- 1hr
6. Vince Marcinko 176-64-5321	(12.5)	(3 3/4)	- 1hr
7. Scott Koenig	8:00 - 9:30	7:00AM - 10:00	1 1/2
8. Josh Tindell	8:00 - 6:00	7:00AM - 8:00	6:00
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SUPERVISOR'S SIGNATURE:

PAYROLL WEEK ENDING DATE (SUNDAY): 6/28/02

spherion

GROUP TIMESHEET

CLIENT NAME: Khushi Inc

EMPLOYEE'S NAME	HOURS WORKED
1. Jeffrey L. Bumbarger 160-62-0267	(10.5) 7:30AM - 6:30 - 5
2. Joseph G. Bongyor Sr 196-44-6674	(10.5) 7:30AM - 6:30 - 5
3. Alfred L Lewis 182-52-2964	(10.5) 7:30AM - 6:30 - 5
4. Charles M. Garrett 171-46-3624	(10.5) 7:30AM - 6:30 - 5
5. Jason Miller 162-56-9997	(10.5) 7:30AM - 6:30 - 5
6. Vince Marcinko 176-64-5321	(8) 7:30AM - 4:00 - 5
7. Scott Koenig 111-10-03-08	8 AM 6:30 - 5
8. Josh Tindell	(8 1/2) 8 AM - 5:00 - 5
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SUPERVISOR'S SIGNATURE: _____

PAYROLL WEEK ENDING DATE (SUNDAY): 6/29/02

spherion

GROUP TIMESHEET

CLIENT NAME: Khushi Inc

	EMPLOYEE'S NAME	HOURS WORKED	
1.	Jeffrey L. Bumbarger 160-62-0267	(10.5)	7:30AM - 6:30
2.	Joseph G. Bongyor Sr. 196-44-6674	(10.5)	7:30AM - 6:30
3.	Alfred L. Lewis 182-52-2964	(10.5)	7:30 AM - 6:30
4.	Charles M. Garrett 171-46-3624	(10.5)	7:30AM - 6:30
5.	Jason Miller 162-56-9997	(10.5)	7:30AM - 6:30
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SUPERVISOR'S SIGNATURE: _____

PAYROLL WEEK ENDING DATE (SUNDAY): 6/30/02

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GROUP TIMESHEET

CLIENT NAME: Khushi, Inc

	EMPLOYEE'S NAME	HOURS WORKED	
1.	Jeffrey L. Bumbarger 160-62-0267	8.5	8AM - 5pm - .5
2.	Joseph C. Bongiovanni Sr. 196-44-6674	8.5	8AM - 5:00 - .5
3.	Alfred L. Lewis 182-52-2969	8.5	8AM - 5:00 - .5
4.	Charles M. Garrett 171-46-3624	8.5	8AM - 5:00 - .5
5.	Jason Miller 162-56-2997	8.5	8AM - 5:00 - .5
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SUPERVISOR'S SIGNATURE:

127 NORTH BRADY STREET, DUBOIS, PA 15801
TEL 814-375-9675, FAX 814-375-9642
www.spherion.com

PAYROLL WEEK ENDING DATE (SUNDAY): 7/1/02

sphenon

GROUP TIMESHEET

CLIENT NAME: Kushi Inc

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumbarger 160-62-0267	(12) 8AM - 9 (-1hr)
2.	Joseph C. Bongyor Sr. 196-44-6674	(12) 8AM - 9 (-1hr)
3.	Alfred L. Lewis 182-52-2964	(12) 8AM - 9 (-1hr)
4.	Charles M. Garrett 171-46-3624	(12) 8AM - 9 (-1hr)
5.	Jason Miller 162-56-9997	(12) 8AM - 9 (-1hr)
6.	Scott Koenig	(6.5) 9:30 - 4:30 (-5)
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SUPERVISOR'S SIGNATURE:

27 NORTH BRADY STREET, DUBOIS, PA 15801
TEL 814 375-9675 FAX 814 375-9642
www.sphenon.com

PAYROLL WEEK ENDING DATE (SUNDAY):

7/2/02

spherion

GROUP TIMESHEET

CLIENT NAME: Kushi Inc.

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumbarger 160-62-0267	(12 hrs) 7:30 AM - 8:30 PM -1 hr
2.	Joseph C. Dongyur Sr 196-44-6674	(12) 7:30 - 8:30 -1 hr
3.	Alfred L. Lewis 182-52-2964	(12) 7:30 - 8:30 -1 hr
4.	Charles M. Garrett 171-46-2624	(12) 7:30 - 8:30 -1 hr
5.	Jason Miller 162-56-9997	(12) 7:30 - 8:30 -1 hr
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SUPERVISOR'S SIGNATURE:

127 NORTH BRADY STREET, DUBOIS, PA 15801
TEL 814 375-9675 FAX 814 375-9642
www.spherion.com

PAYROLL WEEK ENDING DATE (SUNDAY): 7-3-02

spherion

GROUP TIMESHEET

CLIENT NAME: Kushi Inc

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumbarger 160-62-0267	(13) 8 AM - 10 PM -14hr
2.	Joseph C. Bongor Sr 196-44-6674	(13) 8AM - 10 -14hr
3.	Alfred L Lewis 182-52-2964	(13) 8AM - 10 -1hr
4.	Charles M. Garrett 171-46-3624	(13) 8AM - 10 -1hr
5.	Jason M. Miller 162-56-9997	(13) 8AM - 10 -1hr
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SUPERVISOR'S SIGNATURE:

PAYROLL WEEK ENDING DATE (SUNDAY):

7/5/02

spherion

GROUP TIMESHEET

CLIENT NAME: Kushi Inc

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumbarger 160-62-0267	(13) 7:30 ^{AM} - 9:30 ^{AM} <u>1hr</u>
2.	Joseph C Bongyor Sr. 196-44-6674	(13) 7:30 ^{AM} - 9:30 ^{AM} <u>1hr</u>
3.	Alfred L. Lewis 182-52-2964	(13) 7:30 ^{AM} - 9:30 ^{AM} <u>1hr</u>
4.	Charles M. Garrett 171-46-3624	(8) 7:30 ^{AM} - 4:00 <u>.5hr</u>
5.	Jason M. Hiller 162-56-9997	(13) 7:30 ^{AM} - 9:30 ^{AM} <u>1hr</u>
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SUPERVISOR'S SIGNATURE:

PAYROLL WEEK ENDING DATE (SUNDAY): 7/6/02

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GROUP TIMESHEET

CLIENT NAME: Kushi Inc

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumberger 160-62-0767	9.5 8AM - 6:30 PM (-1hr)
2.	Joseph C. Bongyer Sr. 196-44-6674	9.5 8AM - 6:30 PM (-1hr)
3.	Alfred L. Lewis 182-52-2964	9.5 8AM - 6:30 PM (-1hr)
4.	Jason Miller 162-56-9997	9.5 8AM 6:30 PM (-1hr)
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SUPERVISOR'S SIGNATURE:

PAYROLL WEEK ENDING DATE (SUNDAY):

7/7/02

Sunday
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GROUP TIMESHEET

CLIENT NAME: Kushi Inc

	EMPLOYEE'S NAME	HOURS WORKED
1.	Jeffrey L. Bumberger 160-62-0267	12.5 8 AM - 9 PM (-.5)
2.	Joseph C. Bongyur Sr. 196-44-6674	12.5 8 AM - 9 PM (-.5)
3.	Alfred L. Lewis 182-52-2964	12.5 8 AM - 9 PM (-.5)
4.	Jason Miller 162-56-9997	2.5 8 AM - 9 PM (-.5)
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SUPERVISOR'S SIGNATURE:

Attn: Dave

PAYROLL WEEK ENDING DATE (SUNDAY): 7-1 TO 7-7 ~~7/7~~ spherion

GROUP TIMESHEET

CLIENT NAME: Kushi Inc

EMPLOYEE'S NAME	HOURS WORKED	Total
1. Jeffrey L. Bumbarger 160-62-0267	72	
2. Joseph C. Bongiorno Sr 196-44-6674	72	
3. Alfred Lewis 182-52-2964	72	
4. Jason Miller 162-56-9997	72	
5. Charles M. Garrett 171-46-3624	45	
6. Scott Keenins	8 HRS	AMK 7-8-02
7.		
8.		
9.		
10.		

SUPERVISOR'S SIGNATURE:

X David Bongiorno CM 7-8-02

6/24/02 to 6/30/02

PAYROLL WEEK ENDING DATE (SUNDAY):

spherion

GROUP TIMESHEET

CLIENT NAME: Khushi Inc

EMPLOYEE'S NAME	HOURS WORKED
1. Jeffrey L. Bumbarger 160-62-0267	77.25 hrs
2. Joseph C. Bongyor Sr. 196-44-6674	77.25 hrs
3. Alfred L. Lewis 182-52-3624	77.25 hrs
4. Jason Miller 162-56-9997	77.25 hrs
5. Vince Marcinko 176-64-5321	55.75 hrs
6. Scott Koenig	37 hrs
7. JOSL Trindell	37 hrs
8. Paul R. Fisher SR	16.5 hrs
9.	
10.	

SUPERVISOR'S SIGNATURE:

Damit S. Patel

127 NORTH BRADY STREET, DUBOIS, PA 15801
TEL 814 375-5675 FAX 814 375-9642
www.spherion.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC.,
Defendant

PRE-TRIAL STATEMENT

Filed on behalf of:
Plaintiff

Counsel for this party:
John A. Sobel, Esquire

Supreme Court No. 31670

SOBEL & COLLINS
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

(814)765-5552
FAX (814)765-6210

RECEIVED

OCT 28 2003

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965-CD

KHUSHI, INC.,
Defendant

PRE-TRIAL STATEMENT

This Pre-trial Statement is being submitted to the Board of Arbitrators appointed in the above matter as required by Clearfield County Local Rule of Court 1306 (b). Plaintiff would ask that the panel of Arbitrators accept the same.

STATEMENT OF THE CASE

The following information is being submitted on behalf of Plaintiff as a brief statement of the case.

Plaintiff in the matter is Lester W. Shively, of 231 Edward Drive, Bellefonte, Pennsylvania, 16823. Plaintiff is the owner and operator of L.W.S. Quality Home Improvements, which is a sole proprietorship engaged in the business of painting and wallpapering and which is also located at 231 Edward Drive, Bellefonte, Pennsylvania, 16823.

That Defendant in the matter is Khushi, Inc., which is a corporation organized under the laws of the Commonwealth of Pennsylvania and which is located at 14424 Clearfield Shawville Highway, Clearfield, Pennsylvania, 16830.

Defendant is the owner and operator of the Holiday Inn Express, which is also located at 14424 Clearfield Shawville Highway, Clearfield, Pennsylvania, 16830. The President of said

corporation is Nick Patel, also of the same address.

Plaintiff submitted a bid to the Defendant to do wallpapering at the Holiday Inn Express in Clearfield in the amount of Twenty-one Thousand, Seven Hundred and Seventy-five Dollars (\$21,775.00). Defendant did accept said bid through Nick Patel and David Kuhn and did employ the Plaintiff to do said wallpapering. Plaintiff and Defendant executed a contract dated April 14, 2002, to do the same. Said contract was executed by Nick Patel on behalf of the Defendant.

Plaintiff did the wallpapering work from April 16, 2002 until May 9, 2002. Plaintiff charged the Defendant the sum of Twenty-one Thousand Seven Hundred and Seventy-five Dollars (\$21,775.00) for the job. Payment to the Plaintiff was to be made by the Defendant in thirds, with the understanding that each third would be paid upon successful completion of one floor of the Holiday Inn Express.

Defendant did pay two of the thirds once they were requested by the Plaintiff. Plaintiff did complete the wallpapering on one floor of the Holiday Inn Express at each time that payment was requested.

Plaintiff did complete the job and did make a final request that Defendant pay him the last one-third payment. Plaintiff and his employee, Richard Massamino did inspect all of the work throughout the Holiday Inn Express in order to make sure that the work was done properly. They could not find a single thing wrong with the work that was done, and, therefore, did make the request to the Defendant that Plaintiff be paid.

Defendant instead asked that Plaintiff wallpaper the stairway area of the Holiday Inn Express, which Plaintiff had not previously worked on. Plaintiff's response was that he be paid the final one-third payment prior to the beginning of wallpapering the stairwell. Nick Patel indicated on behalf of

the Defendant, however, that Defendant would pay the final one-third payment as well as the additional charge for wallpapering the stairwell upon completion of the wallpapering of the stairwell. Nick Patel had previously inspected the work done in the rest of the Holiday Inn Express and had indicated to the Plaintiff that he was satisfied with the same.

Plaintiff, relying upon said promise, did develop an estimate for wallpapering the stairwell and did present the same to Nick Patel. Nick Patel did approve the same on behalf of Defendant and did authorize the Plaintiff to complete the job Nick Patel kept the written estimate.

The Plaintiff did complete the additional wallpapering in the stairwell and did thereafterward make a request upon the Defendant to pay him the last one-third payment as well as an additional amount of Three Hundred and Seventy-five Dollars (\$375.00) for wallpapering the stairwell.

The Defendant, through Nick Patel, thereafterward refused to pay the additional monies due and owing to the Plaintiff despite repeated requests that he be paid. Eventually, Defendant did pay a portion of the money to the Plaintiff but withheld Nine Hundred and Sixty-nine Dollars and 38/100 (\$968.38), as well as the Three Hundred and Seventy-five Dollars (\$375.00) for the wallpapering done in the stairwell. Said sums are due and owing to the Plaintiff and the Defendant has refused to pay the same despite repeated requests on the part on the Plaintiff.

Plaintiff additionally lost One Thousand Dollars (\$1,000.00) in work during the period of time that he was doing the wallpapering on Defendant's premises due to the actions of Nick Patel, President of the Defendant's corporation. Nick Patel and David Kuhn advised Plaintiff on several occasions that the Holiday Inn Express was available for wallpapering and later cancelled those same opportunities when the Plaintiff would arrive for work on the job. As a result of the same, Plaintiff lost at least one job as he was unable to complete his obligation to that same customer due to the fact

that he was regularly not permitted to work due to Defendant's actions.

Plaintiff did inspect all of the work done at the Holiday Inn Express in order to make sure that his work was finished and done in a workmanlike manner. The work was done in such a fashion.

Defendant on one occasion brought to Plaintiff's attention that there were two small areas of wallpapering that did need to be fixed. Plaintiff immediately fixed the same. Plaintiff knows of no other actions on his part that would require the expenditure of any additional monies for cleaning or repair purposes. Defendant's President, Nick Patel, did inspect the premises and did so advised the Plaintiff that the work was done in a satisfactory fashion.

Plaintiff would request that the panels of Arbitrators accept this statement submitted on his behalf.

APPLICABLE CASE OR STATUTES

The Plaintiff is not aware at this time of any cases or Statutes applicable to the case at hand. However, Plaintiff would reserve the right to submit the same at a later date if an issue develops during the hearing that Plaintiff was unaware at the time this Statement was submitted.

LIST OF WITNESSES

The Plaintiff intends to provide the following witnesses:

1. Lester W. Shively, owner and operator of L.W.S. Quality Home Improvements - Mr. Shively will testify as to the arrangements made with the Defendant as well as the work that he did and his efforts to be paid as well as the work that he lost.

2. Richard Massamino - This individual worked for Lester Shively on the Holiday Inn Express job and did assist Lester Shively on conducting the final "punch list" or "job inspection" to make sure that the work was done according to standard and according to the terms of the contract.

3. Tony Borger - Employee of Paul Gable's Electric who overheard Nick Patel accept the proposal submitted by Plaintiff as to wallpapering the stairwell area of the Holiday Inn Express and also advise Plaintiff that he would pay him for his work upon completion of the stairwell job.

4. Paul Gable (possibly) -Owner of Paul Gable Electric who also heard Nick Patel make the same statements listed above.

5. William Gildersleeve - Mr. Glidersleeve assisted Mr. Shively in preparing the papering job by painting and taping areas to be papered.

6. David Wright - Mr. Wright applied primer paint to the job area.

STATEMENT OF DAMAGES

Plaintiff is requesting that the Defendant pay to him the sum of Two Thousand Three Hundred and Forty-three Dollars and 38/100 (\$2,343.38) plus costs and interest. The same represents the monies unpaid to him for the final one-third payment for the Holiday Inn Express wallpapering job as well as the wallpapering job done in the stairwell area of the Holiday Inn Express and One Thousand Dollars (\$1,000.00) in lost income caused by the actions of the Defendant.

EXHIBITS

Plaintiff intends to offer the following into evidence at hearing:

- A. Bid for wallpapering Holiday Inn Express which also serves as a bill to the Defendant for work done.
- B. Wallpapering contract between Plaintiff and Defendant dated April 14, 2002.
- C. From Bill for balance of work done by Plaintiff on Holiday Inn Express.
- D. Copies of punch out done by Plaintiff on job completed.
- E. Blue prints of Holiday Inn Express indicating areas where Plaintiff was to wallpaper and areas he was not. The same will be available at hearing.
- F. Estimate to other client who later turned down Plaintiff as Plaintiff was not able to do the job because of the Holiday Inn Express job. The same will be available at hearing.

The above is being submitted as required by Clearfield County Local Rule Court 1306 (a).

Respectfully submitted,

John A. Sobel, Esquire
Attorney for Plaintiff

L.W.S.
Quality Home Improvements

- Wallpaper
- Ceilings/Wall Textures
- Paint
- Roofing
- Drywall/Repair
- Decks



PROPOSAL

LESTER W. SHIVELY
(814) 353-1150

Free Estimates/Fully Insured

Proposal Submitted To:

Name David M Keers

Street Construction Manager

City Clearfield Holiday Inn Express

Phone PA (814) 768-7600

Work To Be Performed At:

Street Clearfield Holiday Inn Express

City Clearfield State PA

Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Wallpaper (54" Commercial Wall Vinyl)

1st Floor all rooms + hallways with deletion of -

(Exposure room, Rest Room, Electrical, Employee laundry)

2nd Floor all rooms + hallways with deletion of -

(2 mechanical rooms, Storage, house keeping + Electrical)

3rd Floor All rooms + hallways with deletion of -

(Storage, house keeping + Electrical)

N. Stair walls according to painted areas on architect's plans

* Price quoted at 3.25 per yard (6,700 sq yards)

* Sherman W. Keers professional choice: Clay strippable paste vinyl.

Self punch out (3 week job completion)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of four thousand seven hundred forty four dollars (\$4,744) with payments to be made as follows: Payments as 1/3's per month upon completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Erie Insurance

Respectfully submitted

Per

Lester W. Shively

Note-This proposal may be withdrawn by us if not accepted within 45 days.

THE FOREGOING IS HEREBY ACCEPTED AND THE PROPOSAL IS
ACCEPTED. The above quoted conditions and conditions set out above are understood to be the only conditions upon which the services will be rendered. The services will be rendered in accordance with the terms and conditions set out above.

EXHIBIT

1997 Edition - Electronic Format

AIA Document A401 - 1997

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 14TH day of APRIL in the year 2002.
(In words, Indicate day, month and year)

BETWEEN the Contractor:

(Name, address and other information)

Khushi Inc

14424 Clearfield Shawville Highway

Clearfield, PA 16830

Phone: (814) 768-7500

Fax: (814) 768-7600

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and the Subcontractor:

(Name, address and other information)

L.W.S.

Quality Home Improvements

231 EDWARD DRIVE

BELLEFONTE, PA 16830

Phone: 814/353-1150

Fax: 814/357-0289

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

The Contractor has made a contract for construction dated: APRIL 14, 2002.

With the Owner: o

(Name, address and other information)

Khushi Inc

Mr. Nick Patel

14424 Clearfield Shawville Highway

Clearfield, PA 16830

Phone: (814) 768-7500

Fax : (814) 768-7600



For the following Project:

Holiday Inn Express

69 Unit Hotel

14424 Clearfield Shawville Highway

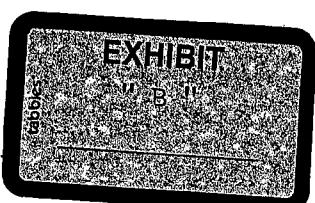
Clearfield, PA 16830

(Include detailed description of Project, location and address)

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CONTRACTOR - SUBCONTRACTOR
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which Contract is hereinafter referred to as the Prime Contract and which 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 is:

A & E International

2103-A Electric Road

Roanoke, VA 24018

(Name, address and other information)

The Contractor and the Subcontractor agree as follows.

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 edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

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 Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 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 which 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 which the Contractor, under such

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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.

2.2 The Contractor may require the Subcontractor to enter into 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 which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

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 Paragraph 4.1 and Article 5. As soon as practicable 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 Subcontractor shall be notified promptly 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 facilities 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, which affects this Subcontract and which 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

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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 which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 Liquidated damages for delay, if provided for in Paragraph 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 services or materials provided the Subcontractor shall require:

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

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three 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, after three days following receipt by the Subcontractor of an additional written notice, 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 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 or Owner's own forces.

4.1.2 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.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

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 which may be in the course of preparation, manufacture or transit.

4.1.5 The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract.

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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 and the Owner's own forces 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 or the Owner's own forces.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections 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, ordinances, rules, regulations and 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 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 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 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

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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 Subparagraph 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) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

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 unclean conditions caused by other contractors or subcontractors.

4.4.2 As provided under Subparagraph 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

4.5.1 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 otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

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 Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 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

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obligation under Subparagraph 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

4.7.1 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 adjustment, 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 which would be inconsistent with the changes made by the Modifications 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 ARBITRATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or

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equitable 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.

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 ARBITRATION

6.2.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.

6.2.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

6.2.3 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

6.2.4 *Limitation on Consolidation or Joinder.* Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. 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.

6.2.5 *Claims and Timely Assertion of Claims.* 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.

6.2.6 *Judgment on Final Award.* 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

7.1.1 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, Subcontractors or their agents or employees or other persons performing portions of the Work

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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 persistently or 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 seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice 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 Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor.

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 by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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.

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:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible;
- .2 that 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 of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has

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been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

8.1 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. **SUBCONTRACTOR IS TO PROVIDE ANY AND ALL EQUIPMENT, TOOLS, AND LABOR NEEDED TO COMPLETE ALL PRIMER PAINTING OF WALLS ONLY AND INSTALLATION OF ALL WALLPAPER OF THE HOLIDAY INN EXPRESS AS OUTLINED IN DIVISION 9, SECTIONS 09720, 09910.**

(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.)

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ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph 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. **APRIL 14, 2002.**

(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.)

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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 **JUNE 15, 2002.**

(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.)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. **THE SUBCONTRACTOR SHALL FOLLOW THE PROJECT SCHEDULE PREPARED BY KHUSHI, INC. A PENALTY OF \$500.00 PER DAY FOR EACH DAY AFTER JUNE 15, 2002.**

(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.

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

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ARTICLE 10 SUBCONTRACT SUM

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10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of NOT TO EXCEED TWENTY-NINE THOUSAND TWO HUNDRED SEVENTY FIVE Dollars (\$29,275.00), 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: N/A
(Insert the numbers or other identification of accepted alternates.)

10.3 Unit prices, if any, are as follows:

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:

11.3 Provided an application for payment is received by the Contractor not later than the 25TH 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 within three 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 Paragraphs 11.7, 11.8 and 11.9.

11.4 If an 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.

11.5 Each 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

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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 follows:

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 which 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 Subparagraph 11.7.1 or 11.7.2 which 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 which 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

11.9.1 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

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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 pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand. **FUNDS SHALL BE HELD BACK FROM THE FINAL PAYMENT FOR ANY INCOMPLETE (PUNCH LIST) ITEMS. THE FUNDS HELD BACK FOR PUNCH-LIST ITEMS SHALL BE HELD IN A NON-INTEREST BEARING ACCOUNT AND SHALL BE EQUAL TO 150% OF THE CONTRACTOR'S ESTIMATE TO COMPLETE THE ITEMS. THE TERMS OF ANY ESCROW SHALL BE DECIDED UPON BY THE PARTIES PRIOR TO OWNER MAKING THE FINAL PAYMENT.**

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

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.

ARTICLE 13 INSURANCE AND BONDS

13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability: **SUBCONTRACTOR'S LIABILITY INSURANCE - SUBCONTRACTOR AGREES TO KEEP IN FORCE AT SUBCONTRACTOR'S EXPENSE DURING THE ENTIRE PERIOD OF CONSTRUCTION ON THE PROJECT SUCH LIABILITY INSURANCES AS WILL PROTECT IT FROM CLAIMS, UNDER WORKMEN'S COMPENSATION AND OTHER EMPLOYEE BENEFIT LAWS, FOR BODILY INJURY AND DEATH, AND FOR PROPERTY DAMAGE, THAT MAY ARISE OUT OF THE WORK, WHETHER DIRECTLY OR INDIRECTLY BY SUBCONTRACTOR, OR DIRECTLY OR INDIRECTLY BY ITS SUBCONTRACTORS. THE MINIMUM LIABILITY LIMITS OF SUCH INSURANCE SHALL NOT BE LESS THAN THE LIMITS SPECIFIED IN THE CONTRACT DOCUMENTS OR BY LAW FOR THAT TYPE OF DAMAGE CLAIM. SUBCONTRACTOR PROMISES TO USE REASONABLE EFFORTS TO ENSURE THAT ALL THEIR SUB-CONTRACTORS CARRY THE APPROPRIATE INSURANCE.**

13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

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

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

13.5 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.

13.6 Performance Bond and Payment Bond: N/A

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

13.7 PROPERTY INSURANCE

13.7.1 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.

13.7.2 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.

13.7.3 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.

13.8 WAIVERS OF SUBROGATION

13.8.1 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 to the Subcontractor the following temporary facilities, equipment and services; these shall be furnished at no cost to the Subcontractor unless otherwise indicated below: N/A

14.2 Specific working conditions: N/A

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

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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.

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. 0.0%
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's, Contractor's and Subcontractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

15.3 Retainage and any reduction thereto is as follows: 10% OF THE TOTAL CONTRACT RETAINED UNTIL COMPLETION OF THE CONTRACT.

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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 as follows:

16.1.1 This executed 1997 edition of the Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-1997;

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:
N/A

Modification

Data

16.1.4 Other Documents, if any, forming part of the Subcontract Documents are as follows:
(List 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 part of the Subcontract Documents.)

1. ALL DRAWINGS AND SPECIFICATIONS AS OUTLINED IN EXHIBIT "A" ©1997 AIA®
(ATTACHED); 2. SCOPE OF WORK (ATTACHED); 3. L.W.S. QUALITY HOME AIA DOCUMENT A401 - 1997
IMPROVEMENTS PROPOSAL (ATTACHED). CONTRACTOR - SUBCONTRACTOR
AGREEMENT

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

Naresh S. Patel
CONTRACTOR (Signature)

Dick W. Smith
SUBCONTRACTOR (Signature)

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NANWIT S. PATER
(Printed name and title)

Lester W. Shirey
(Printed name and title)

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Holiday Inn Express
76 Room Hotel

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SECTION 00010

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This package of Documents is representative of design criteria and is not intended for construction. Franchisee, and their architect/engineer-of-record and consultants are responsible for verifying and complying with applicable laws, codes, ordinances, rules, regulations, orders, and other legal requirements of jurisdictional authorities.

INTRODUCTORY INFORMATION

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CONTRACTING REQUIREMENTS

Contracting Requirements such as General Conditions and Supplementary Conditions are required to be developed by franchisee and their architect/engineer-of-record.

DIVISION 01 GENERAL REQUIREMENTS

General Requirements, generally delineating administrative, procedural, and temporary facilities, are required to be developed by franchisee and their architect/engineer-of-record for specific project and location.

Architect/engineer references in Project Manual are intended to refer to franchisee's architect/engineer-of-record, not prototype architect.

Drawings and Technical Specifications within this package are produced for specific a 76 room hotel, three floors in height, wood frame structure with gypsum lightweight fill on elevated floors, wood floor and roof trusses, brick and EIFS exterior walls, and architectural fiberglass shingles.

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Section 00300	Bid Forms
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Holiday Inn Express
76 Room Hotel

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Holiday Inn Express
76 Room Hotel

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Section 10522 Fire Extinguishers, Cabinets, and Accessories
Section 10675 Wire Storage Shelving
Section 10810 Toilet Accessories
Section 10990 Miscellaneous Building Specialties

DIVISION 11 EQUIPMENT

Section 11451 Residential Appliances

DIVISION 12 FURNISHINGS

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DIVISION 13 SPECIAL CONSTRUCTION

NOT USED

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Holiday Inn Express
76 Room Hotel

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cmme@mindspring.com

L.W.S.
Quality Home Improvements

- Wallpaper
- Ceilings/Wall Textures
- Paint
- Roofing
- Drywall/Repair
- Decks



PROPOSAL

LESTER W. SHIVELY
(814) 353-1150

CG11 883-1059
Free Estimates Fully Insured

No.

Date

Sheet No.

Proposal Submitted To:

Name David Kroc
Street 14424 Clfd/Smawille Hwy
City Clearfield State PA
Phone. (814) 768-7589

Work To Be Performed At:

Clearfield Holiday Inn Express

Street

City _____ State _____

Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Painting

Acrylic Spraying paint all areas

of inside of Structure (Holiday Inn Express)

- Taping at windows/ tub Surrounds

- All Painting Equipment incl. its use

Paint materials - Primers/sizing - tape, paper
(for masking) supplied by builder

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Seven Thousand five hundred Dollars (\$ 7,500.00)
with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Eric Chavarro

Respectfully submitted

Per

Lester W. Shively

Note-This proposal may be withdrawn by us if not accepted
within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date

Signature

L.W.S.
Quality Home Improvements



PROPOSAL

LESTER W. SHIVELY
(814) 353-1150

NO. 1
Date: 11/14/82

Sheet No. 1

Wallpaper • Ceilings/Wall Textures
Paint • Roofing
Drywall/Repair • Decks

Proposal Submitted To:

Name David J. Kean
Street Construction Manager
City Clearfield State PA
Phone 724-768-2600

Work To Be Performed At:

Clearfield Holiday Inn Express
Street
City _____ State _____
Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

54' Wall. Clings

1st Floor all rooms + hallways with deletion of

(Equipment room / pool / fitness / Electrical, Employee + laundry)

2nd Floor rooms + hallways with deletion of

(2 mechanical, Storage, housekeeping + electrical.)

3rd Floor rooms + hallways with deletion of

(Storage, housekeeping + electrical.)

No stairwells (according to painted areas on architect plans)

* Price quoted at 3.25 per sq yd. Estimated (6,700 sq. yds.)

Note: Sherwin Williams professional choice. Clay Strippable paste

Dot to exceed

(3 week max. completion)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Twenty One Thousand Seven Hundred Sixty Four Dollars (\$21,775.00) with payments to be made as follows:

start date Payroll hours will be accepted before

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Erie Insurance

Respectfully submitted

Per

Note-This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

L.W.S.
Quality Home Improvements



PROPOSAL

- Wallpaper
- Ceilings/Wall Textures
- Paint
- Roofing
- Drywall/Repair
- Decks

LESTER W. SHIVELY
(814) 353-1150

Free Estimates/Fully Insured

No.

Date

Sheet No.

Proposal Submitted To:

Name BalaKrishnan

Street 218 Spaniard (Greyside)

City State College State PA

Phone (861-4339)

Work To Be Performed At:

Street Sierra

City _____ State _____

Date of Plans _____ Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Painting

- Remove 11 pair Clad Shutter
- Pressure Wash brick behind Shutter 1/8 Shutter
- Paints spray Shutter (base coat) SW Satin Satin
- Replace Shutter (new covers where necessary)
- Front Entrance door

Light Sand Exterior door 1/2 coats SW Satin base coat

Front laundry door light sand 1/1 coat SW Satin White

Rock Barking Pressure Wash do + debris

Wood Potty where accessible 1/2 coats

1 Coat SWP Exterior oil white

all labor/material included 1960

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

with payments to be made as follows:

full Payment upon Completion of Project

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Eric Krause

Respectfully submitted

Per

Lester W. Shively

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Lester W. Shively

Date

1st floor

~~381 ✓~~

~~382 ✓~~

~~383 ✓ loose seam right sink wall~~

~~384 bubble left wall ~~dry~~ floor
Corner front entrance ✓~~

~~385 ✓~~

~~386 ✓~~

~~387 ✓~~

~~388 Rip right of door ✓~~

~~389 ✓~~

~~310 ✓~~

~~311 ✓~~

~~312 Wipe down bath~~

~~313 Double checked~~

~~314 ✓~~

~~315 ✓~~

~~316 bubble closet Corner / base bath vent~~

~~317 Wipe walls~~

~~318 ✓~~

~~319 bubble bath vent / bubl. rec. right wall~~

~~320 Wipe bath bubl vent~~

~~321 Wipe~~

755-

~~120~~

322 ✓ bubble REC
323 ✓ Wipe bath
324 ✓
325 ✓ bubble fragt bed corner/REC.
326 ✓
327 X at
328 ✓ rec hold under
329 ✓

227 ✓
226 ✓
225 ✓ bath REC
224 ✓
223 ✓
222 ✓ above alarm
221 ✓ bubble bath went well/
220 ✓ Wipe bath
219 ✓
218 ✓ Wipe bath
217 ✓
216 ✓
215 ✓ Strange bath
214 ✓ Strange bath

215 left door bubb. / surround wall
213 ✓ *Soing* under mirror
212 ✓
211 ✓ bath mirror
210 ✓
209 ✓
208 ✓
207 ✓
206 ^{Wipe} bottle
205 ✓
204 ~~bottle~~ left A/C.
203 ~~bottle~~ left rec. bubb under A/C air
202 ✓ wine bottle

101 ✓
102 ✓
103 ✓ seam above mid door
104 ✓
105 ✓ above sprinkler
106 ✓ cut seam corner of bottom ceiling
107 ✓ office rec
Fitness ✓
108 ✓
109 ✓ seam corners
110 ✓
111 ✓
112 ✓ rec under mirror.
113 ✓ inside bath corner

9
32
37

INVOICE

L. W. S
Quality
Paint & Paper

Lester W. Shantz 1874-1953 11513

SOLD TO

1860-1861

Chesfield Field in Mrs. E. J.

CH 11 Shutter box 1 814 718 7500

SALES PERSON

SHIPPED VIA

TERMS

500 R

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT
		Completion of Wall Clays		
		Contract Total	21	7.25 99
		2/3 payment total	14	5.16 66
		Balance	7	2.58 34
		Sherwin Williams Paste Total	1	2.87 95
		Balance Due		5.93 38
		11 12 96 11 11		
		20 10 10 10 10		
		W.P. PUECH		

No. 02-1965-CD

Lester W. Shively t/d/b/a
LWS Quality Home Improvements,
Plaintiff

vs.

Rhushi, Inc.,
Defendant

Pre-trial Statement

John A. Sobel, Esquire

Sobel & Quillins

ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5522 / (814) 765-6555

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

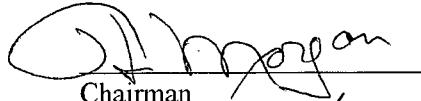
Lester W. Shively
LWS Quality Home Improvements
vs.
Nick Patel
Khushi, Inc.

No. 2002-01965-CD

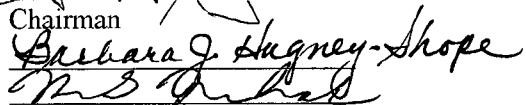
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 4th day of November, 2003, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

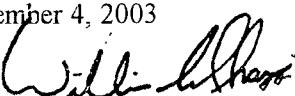
Thomas F. Morgan, Esquire


Chairman

Barbara J. Hugney-Shope, Esquire
Michael S. Marshall, Esquire


Barbara J. Hugney-Shope
Michael S. Marshall

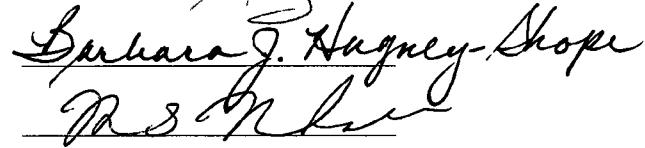
Sworn to and subscribed before me this
November 4, 2003


Prothonotary

AWARD OF ARBITRATORS

Now, this 4th day of November, 2003, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: We find for the plaintiff in the amount of \$375.00. We find for the plaintiff in the defendant's counterclaim


Chairman


Barbara J. Hugney-Shope
Michael S. Marshall

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 4 day of November, 2003, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

Lester W. Shively
LWS Quality Home Improvements

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

No. 2002-01965-CD

Nick Patel
Khushi, Inc.

NOTICE OF AWARD

COPY

TO: JOHN A. SOBEL IV

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw
Prothonotary
By _____

November 4, 2003
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Lester W. Shively
LWS Quality Home Improvements

Vs.

Nick Patel
Khushi, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

No. 2002-01965-CD

COPY

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw

Prothonotary

By _____

November 4, 2003

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Lester W. Shively
LWS Quality Home Improvements

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

No. 2002-01965-CD

Nick Patel
Khushi, Inc.

COPY

NOTICE OF AWARD

TO: NICK PATEL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw
Prothonotary
By _____

November 4, 2003

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Lester W. Shively
LWS Quality Home Improvements

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

No. 2002-01965-CD

Nick Patel
Khushi, Inc.

COPY

NOTICE OF AWARD

TO: LESTER W. SHIVELY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw
Prothonotary
By _____

November 4, 2003

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Lester W. Shively
LWS Quality Home Improvements

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2002-01965-CD

Nick Patel
Khushi, Inc.

NOTICE OF AWARD

~ ~ ~ COPY

TO: LWS QUALITY HOME IMPROVEMENTS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw

Prothonotary

By _____

November 4, 2003

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Lester W. Shively
LWS Quality Home Improvements

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

No. 2002-01965-CD

Nick Patel
Khushi, Inc.

NOTICE OF AWARD

TO: Copies to: Nick Patel (Defendant), 14424 Shawville Highway, , Clearfield, PA, 16830,Khushi, Inc. (Defendant), 14424 Shawville Hwy, , Clearfield, PA, 16830,Lester W. Shively (Plaintiff), 231 Edward Drive, , Bellefonte, PA, 16823,LWS Quality Home Improvements (Plaintiff), 231 Edward Drive, , Bellefonte, PA, 16823,James A. Naddeo (Defense Attorney),James A. Naddeo (Defense Attorney),John A. Sobel IV (Plaintiff Attorney),John A. Sobel IV (Plaintiff Attorney)

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 4, 2003 and have awarded:

We find for the Plaintiff in the amount of \$375.00. We find for the Plaintiff on the Defendant's Counter-claim.

William A. Shaw
Prothonotary
By _____

November 4, 2003
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

Vs. : No. 02-1965

NICK PATEL t/d/b/a
KHUSHI, INC.,
Defendant

: **PRAECIPE TO DISCONTINUE**

: Filed on behalf of:
Lester W. Shively, Plaintiff

: Counsel for this party:
John A. Sobel, Esquire

: Supreme Court No. 31670

: Sobel and Collins
Attorneys at Law
218 South Second Street
Clearfield, PA 16830

: (814)765-5552
: (814)765-6210

FILED

DEC 17 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

vs. : No. 02-1965

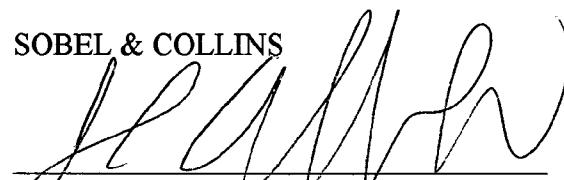
NICK PATEL t/d/b/a
KHUSHI, INC.,
Defendant

PRAECIPE TO DISCONTINUE

TO: THE PROTHONOTARY:

Kindly mark the above-captioned matter settled and discontinued. Assess record costs to
Defendant.

Date: December 17, 2003

SOBEL & COLLINS

John A. Sobel, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 2002-1965-CD

LESTER W. SHIVELY t/d/b/a
LWS QUALITY HOME IMPROVEMENTS,
Plaintiff

vs.

NICK PATEL t/d/b/a
KHUSHI, INC.,
Defendant

PRAECIPE TO DISCONTINUE

FILED

DEC 17 2003

01/10/04
William A. Shaw
Prothonotary

7-2-2004
C-44

Sudel & Gillins

ATTORNEYS & COUNSELORS AT LAW
218 SOUTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5532 (814) 765-6555



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

September 2, 2003

John A. Sobel, IV, Esquire
Sobel & Collins
218 South Second Street
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post office Box 552
Clearfield, PA 16830

RE: LESTER W. SHIVELY, al

vs.

KHUSHI, INC.
No. 02-1965-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, November 4, 2003. The following have been appointed to the Board of Arbitrators:

Thomas F. Morgan, Esquire
Barbara J. Hugney-Shope, Esquire
Blaise Ferraraccio, Esquire
Michael A. Marshall, Esquire
David R. Thompson, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

September 12, 2003

John A. Sobel, IV, Esquire
Sobel & Collins
218 South Second Street
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: LESTER W. SHIVELY, al

vs.

KHUSHI, INC.
No. 02-1965-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Tuesday, November 4, 2003 at 9:00 A.M.** The following have been appointed as Arbitrators:

Thomas F. Morgan, Esquire, Chairman
Barbara J. Hugney-Shope, Esquire
Michael A. Marshall, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: Thomas F. Morgan, Esquire
Barbara J. Hugney-Shope, Esquire
Michael A. Marshall, Esquire