

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF THE TRIAL COURT

HAMPDEN, SS.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. 26CV229

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MORAIS CONTRACTORS, INC.  
f/k/a MORAIS CONCRETE SERVICES, INC.

Plaintiff

v.

TOWN OF GREAT BARRINGTON,

Defendant

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04/07/2026

**COMPLAINT**

Now comes the Plaintiff, Morais Contractors, Inc. f/k/a Morais Concrete Services, Inc., and brings this civil action against the Defendant, Town of Great Barrington, for breach of contract, breach of the implied covenant of good faith and fair dealing, quantum meruit, unjust enrichment and violations of G.L. c. 30, § 39G.

**THE PARTIES**

1. The Plaintiff, Morais Contractors, Inc. f/k/a Morais Concrete Services, Inc. ("Morais"), is a Massachusetts corporation with a principal place of business at 108 Rocus Street, Springfield, MA 01104
2. The Defendant, Town of Great Barrington (the "Town"), is a municipal corporation within the Commonwealth of Massachusetts operating at 334 Main Street, Great Barrington, Massachusetts 02130.

### **FACTS COMMON TO ALL COUNTS**

3. Pursuant to a public bidding process, on or about July 15, 2024, Morais was awarded a contract on the Great Barrington Street Reconstruction & Related Work – Phase One (the “Project”).
  4. On or about July 18, 2024, Morais and the Town entered into an “Owner-Contractor Agreement for Public Works Construction” (the “Agreement”) for the Project. The full contract between the parties consists of numerous documents including, but not limited to, the Agreement, Invitation to Bid, Bid Form, Drawing and Specifications (collectively the “Contract”)
  5. Under the Contract, Morais was to install new underground drainage systems and place hot asphalt mix trench repairs.
  6. Morais was required by the Contract to commence the work upon execution of the Contract, substantially complete the work on or before October 15, 2024, and finally complete the work on or before October 31, 2024.
  7. At the time the Contract was signed, the Contract price, subject to adjustment pursuant to the Contract terms, was \$1,097,075.00 (“Contract Price”).
  8. Pursuant to the Contract, the Town directed Morais to perform work beyond that identified in the original Contract including, but not limited to, additional drainage work (“Extra Work”).
  9. Pursuant to the Contract and applicable law, the Town, the Project engineer and Morais executed various change orders through which the Contract, including the Contract Price and the Contract time, was amended to cover the Extra Work.
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10. In June 2025, Morais submitted Application and Certification for Payment No. 9 to the Town reflecting payment then due Morais in the amount of \$748,820.30.
  11. In or about August 2025, Morais submitted Application and Certification for Payment No. 11 to the Town reflecting payment then due Morais in the amount of \$74,091.83.
  12. Application and Certification for Payment Nos. 9 and 11 were approved by the Project engineer and the Town.
  13. The Town has failed to pay Application and Certification for Payment Nos. 9 and 11 in breach of the Contract and in violation of G.L. c. 30, § 39G, which required that payment be made within fifteen (15) days.
  14. Morais substantially completed its work and Extra Work in 2025
  15. Morais finally completed its work and the Extra Work on or about July 16, 2025.
  16. The Town has admitted that all of the Contract work and Extra Work was satisfactorily completed by Morais.
  17. On or about March 6, 2026, Morais delivered to the Town a certificate of substantial completion requesting a written declaration that the work and Extra Work was substantially complete.
  18. The Town was required, by the Contract and G.L. c. 30, § 39G, to present to Morais, within twenty-one (21) days of Morais' submission of its certificate of substantial completion, either a written declaration that the work and Extra Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed.
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19. The Town did not, within twenty-one (21) days of Morais' submission of its certificate of substantial completion, present to Morais either a written declaration that the work and Extra Work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed.
20. Morais fully performed the Contract, as amended, and completed all of the Contract work and Extra Work.
21. On or about April 6, 2026, Morais delivered to the Town a certificate of final completion and Application and Certification for Payment No. 12 seeking payment in full for its work and Extra Work including retainage held by the Town.
22. To date, the Town has failed to pay Application and Certification for Payment No. 12 or release the retainage due Morais.
23. The Town has failed and refused to pay Morais for work performed on the Contract for which payment is due.
24. The Town has wrongfully withheld payment from Morais.
25. For all late payments, the Town is required to pay Morais interest pursuant to the Contract and G.L. c. 30, § 39G.
26. The Town has failed to pay Morais interest due pursuant to the terms of the Contract.
27. As a direct and proximate result of the Town's actions and omissions, Morais has been damaged.

28. By operation of Massachusetts General Laws Chapter (“G.L. c.”) 30, various provisions set forth in various sections of G.L. c. 30 are incorporated into and are a part of the Contract.
29. The Town has violated Contract provisions mandated by G.L. c. 30.
30. The Town current owes Morais \$869,395.61 plus interest.

### **COUNT I – BREACH OF CONTRACT**

31. Morais reasserts and realleges the allegations set forth in paragraphs 1 through 30 and incorporates the same by reference as though fully set forth here.
32. Morais and the Town are parties to the Contract.
33. The Town has breached the Contract.
34. As a result of the Town’s breach of Contract, Morais has been damaged.

### **COUNT II – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

35. Morais reasserts and realleges the allegations set forth in paragraphs 1 through 30 and incorporates the same by reference as though fully set forth here.
36. Morais and the Town are parties to the Contract.
37. The Contract is governed by Massachusetts law.
38. Implied in every contract governed by Massachusetts law is an implied covenant of good faith and fair dealing.
39. The Town, through its actions and omissions, has deprived Morais of the benefit of the Contract.

40. The Town has breached the implied covenant of good faith and fair dealing by, among other things, failing to pay Morais for work and Extra Work it performed pursuant to the Contract.

41. As a result of the Town's breaches of the implied covenant of good faith and fair dealing, Morais has been damaged.

### **COUNT III - QUANTUM MERUIT**

42. Morais reasserts and realleges the allegations set forth in paragraphs 1 through 30 and incorporates the same by reference as though fully set forth here.

43. Morais has not been paid for work performed and materials furnished on the Project and there is now due and owing to Morais from the Town an amount equal to the value of the work performed and materials furnished minus some payments received.

### **COUNT IV - UNJUST ENRICHMENT**

44. Morais reasserts and realleges the allegations set forth in paragraphs 1 through 30 and incorporates the same by reference as though fully set forth here.

45. Morais provided materials and services including, but not limited to, underground drainage systems and the placement of hot asphalt mix trench repairs.

46. The Town knowingly accepted the materials supplied and the services provided by Morais to the Town's advantage.

47. To date, the Town has not tendered payment in full to Morais for the materials and services Morais provided on behalf of the Town.

48. The Town has been unjustly enriched as a result of the services provided by Morais.

49. As a direct and proximate result of the foregoing acts and omissions of the Town, Morais has been damaged.

**COUNT V - VIOLATIONS OF G.L. c. 30, § 39G**

50. Morais reasserts and realleges the allegations set forth in paragraphs 1 through 30 and incorporates the same by reference as though fully set forth here.
51. The Town has failed to issue a declaration of substantial completion in violation of the Contract and G.L. c. 30, § 39G.
52. The Town has failed to pay Morais for the work and Extra Work performed on the Project in violation of the Contract and G.L. c. 30, § 39G.
53. The Town owes Morais interest on payments due pursuant to the Contract and G.L. c. 30, § 39G.
54. As a direct and proximate result of the Town's violations of G.L. c. 30, § 39G, Morais has been damaged.

WHEREFORE, MORIAS requests:

1. That this Court determine the amount due Morais pursuant to Count I of its Complaint and enter Judgment for Morais against the Town for such amount, plus interest and costs;
2. That this Court determine the amount due Morais pursuant to Count II of its Complaint and enter Judgment for Morais against the Town for such amount, plus interest and costs;
3. That this Court determine the amount due Morais pursuant to Count III of its Complaint and enter Judgment for Morais against the Town for such amount, plus interest and costs;

4. That this Court determine the amount due Morais pursuant to Count IV of its Complaint and enter Judgment for Morais against the Town for such amount, plus interest and costs;
5. That this Court determine the amount due Morais pursuant to Count V of its Complaint and enter Judgment for Morais against the Town for such amount, plus interest and costs;
6. That this Court award Morais reasonable attorney's fees; and
7. That this Court enter all such other relief as it may deem appropriate.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.**

THE PLAINTIFF  
MORAIS CONTRACTORS, INC.  
By Its Attorney  
NICOLAI LAW GROUP, P.C.

Dated: April 7, 2026

By:

/s/ Marwan Zubi  
Marwan S. Zubi, Esquire  
BBO #568050  
NICOLAI LAW GROUP, P.C.  
PO Box 2840  
Worcester, MA 01613  
Tel: 413-272-2000  
Fax: 413-272-2010  
marwan.zubi@niclwgrp.com