

CONTINGENCY CHANGE

OWNER   
CONST MGR   
ARCHITECT

CONTRACTOR   
FIELD   
OTHER

PROJECT: BOILER REPLACEMENTS  
WASHINGTON & LIVINGSTON ES  
301 Washington Ave. &  
900 Midland Blvd.  
Union, NJ 07083

CONTINGENCY CHANGE #: #2  
ARCHITECT'S PROJECT NO: 14-013 / 14-014  
DATE: 10/08/14

CONTRACTOR: SILVA'S MECHANICAL SERVICES, INC.  
171 Midland Ave.  
Kearny, NJ 07032

Changes in the Work shall be deducted from Owner's Contingency Reserve as follows:

Change existing 18 CKT Panel Interior to 24 CKT Panel

(See attached Quote dated 10/03/14 from Silva's Mechanical Services)

TOTAL ..... \$ 947.60

Not valid until signed by the Owner, Architect and Contractor.

The original Owner's Contingency Reserve was .....	\$ 130,000.00
Net changes by previously authorized Changes to Contingency .....	\$ 1,962.59
The remaining Owner's Contingency Reserve prior to this Change was .....	\$ 128,037.41
The Owner's Contingency Reserve will be (increased) (decreased) .....	\$ 947.60
The remaining Owner's Contingency Reserve including this Change will be .....	\$ 127,089.81
The Contract Time will be (increased)(decreased)(unchanged) by .....	seven days
The date of Substantial Completion as of the date of this Change therefore is:	<u>10/03/14</u>

POTTER ARCHITECTS, L.L.C.  
Architect

SILVA'S MECHANICAL SERVICES, INC.  
Contractor

TOWNSHIP OF UNION  
BOARD OF EDUCATION  
Owner

410 Colonial Ave.  
Address

171 Midland Ave.  
Address

2369 Morris Ave.  
Address

Union, NJ 07083

Kearny, NJ 07032

Union, NJ 07083

BY: [Signature]  
Thomas R. Potter, AIA, R.A.  
DATE: 10/9/14

BY: [Signature]  
DATE: 10/10/14

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

CONTINGENCY CHANGE FORM



# Silva's Mechanical Services, Inc.

MECHANICAL CONTRACTING • BOILER/BURNER INSTALLATION & REPAIRS • GAS PIPING  
171 MIDLAND AVENUE • KEARNY, N.J. 07032 • TEL: (201) 246-0690 • FAX: (201) 246-9605

## CHANGE ORDER APPLICATION

Date: 10/3/14

Requested By: Union B.O.E.

Project #: Washington School

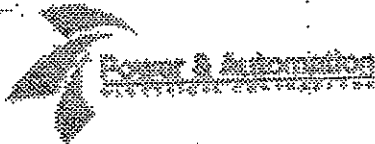
Description of Material: Change existing 18 CKT Panel interior to 24 CKT panel.

Cost of Work	\$ 824.00
Electrician	\$ 123.60
15% Profit	\$ 947.60
Total	

Submitted By: Lawrence Sobel Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_



Power & Automation Electrical Contractors  
 881 Van Houten Avenue • Clifton, NJ 07013-1549  
 Phone: 973-777-4701 • Fax: 973-777-4702  
 Lic# 8741

10/2/2014

Silvas Mechanical  
 171 Midland Avenue  
 Kearny NJ

Attention: Larry Sobel

Reference Washington School Union NJ – Change Order # 1 (Change Existing Panel Interior)

**PROPOSAL**

**INCLUDED:**  
 Demo Existing Panel  
 Install New 24 Cir. Panel  
 All Work Done M-F 7-3:30

**EXCLUDED:**  
 Sales Tax  
 Permit Fee  
 Boiler TRIM Work  
 HVAC Equipment  
 EPO Switches

**SCOPE:**

**L&M \$824.00**

Please do not hesitate to call with any questions or concerns. You can reach me at my office 973-777-4701 ext: 113.

This proposal is hereby accepted and Power & Automation Electrical Contractors is authorized to proceed with the work proposed herein. This proposal is valid for 30 days and supercedes any other proposals that reference this scope of work. This Proposal incorporates the attached terms and conditions.			
Power & Automation Electrical Contractors Lic. #8741		Silvas Mechanical	
Signature:		Signature:	
Name:	Joe Casciano	Name:	Larry Sobel
Title:	President	Title:	
Date:	10/2/2014	Date:	10/2/2014

# Power & Automation Electrical Contractors

## TERMS AND CONDITIONS

By accepting this proposal, the purchaser agrees to the following Terms and Conditions.

- SCOPE OF WORK:** Unless noted otherwise, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Material will be furnished by P&AEC, however, may be distributed and installed by others in accordance with the manufacturer's recommendations but at no additional cost to Power & Automation Electrical Contractors (P&AEC). Purchaser agrees to provide P&AEC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. P&AEC agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge P&AEC for any costs or expenses without P&AEC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by P&AEC under this agreement, P&AEC's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by P&AEC shall not operate to compel P&AEC to perform any work relating to Hazards without P&AEC's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our prevailing rates.
- INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement will be considered breached and services may be suspended and or terminated. Payments shall be made in monthly, quarterly, or yearly installments as stated in the contract.
- MATERIAL:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of P&AEC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, P&AEC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute.
- WARRANTY:** P&AEC warrants that the work installed shall be free from defects in material and workmanship arising from normal usage for a period of one year from completion of said work. For equipment installed by P&AEC, if Purchaser provides written notice to P&AEC of any such defect within thirty (30) days after the appearance or discovery of such defect, P&AEC shall, at its option, repair or replace the defective equipment. For equipment not installed by P&AEC, if Purchaser returns the defective equipment to P&AEC within thirty (30) days after appearance or discovery of such defect, P&AEC shall, at its option, send the defective equipment to the original manufacturer to be repaired or and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by P&AEC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, altered, altered or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. P&AEC shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. P&AEC shall not be responsible for repairs, replacements or services required due to negligence, abuse, misuse, improper repair or modifications. Lack of operator maintenance or other issues beyond our control. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANT ABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
- LIABILITY:** P&AEC shall not be liable for any special, liquidated, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. P&AEC's maximum liability for any other damage or loss shall be limited to the value of this contract.
- TAXES:** Unless noted otherwise, the price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by P&AEC or, alternatively, shall provide P&AEC with acceptable tax exemption certificates. P&AEC shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- DELAYS:** P&AEC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond P&AEC's control, including, but not limited to, acts of God, fire, data, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of P&AEC, etc. P&AEC shall not be responsible for loss, delay, injury, or damages caused by circumstances beyond our control. In no event shall we be liable for business interruption losses, or consequential or speculative damages.
- ATTORNEYS' FEES:** Purchaser agrees that he will pay and reimburse P&AEC for any and all reasonable attorneys' fees, which are incurred by P&AEC in the collection of amounts due and payable hereunder.
- INDEMNITY:** The Parties herein agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
- OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon P&AEC unless accepted by P&AEC in writing.
- EMERGENCY SERVICE WORK:** If emergency service is performed at your request and the inspection does not reveal any defects for which P&AEC is responsible under this agreement, the emergency service call will be billed at our prevailing time and material rate.
- CLIENT RESPONSIBILITIES:** Client is responsible to promptly notify P&AEC of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceiling, enclosure or tenant's property required to gain access to the equipment being serviced. After the system is installed, the client shall be responsible to maintain the system in proper working order and provide code mandated and other reasonable testing and inspection services of the system by an authorized manufacturer's representative.