

## Cappiello, Diane

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**From:** Brennan, Gregory  
**Sent:** Tuesday, May 15, 2018 10:00 AM  
**To:** Cappiello, Diane  
**Subject:** FW: Union Township Board of Education/C. Dougherty & Co. Inc.

DI FYI below

Gregory E. Brennan  
School Business Administrator/Board Secretary  
Township of Union Public Schools  
Phone (908)-851-6411  
Email: [gbrennan@twpunionschools.org](mailto:gbrennan@twpunionschools.org)

**From:** Brennan, Gregory  
**Sent:** Tuesday, May 15, 2018 9:56 AM  
**To:** 'Paul Griggs' <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)>  
**Cc:** Loessel, Barry <[bloessel@twpunionschools.org](mailto:bloessel@twpunionschools.org)>; Ralph Nashed <[Ralph\\_Nashed@eiassociates.com](mailto:Ralph_Nashed@eiassociates.com)>; Richard Basta <[Richard\\_Basta@eiassociates.com](mailto:Richard_Basta@eiassociates.com)>  
**Subject:** FW: Union Township Board of Education/C. Dougherty & Co. Inc.

Good Morning Paul,

As per a meeting with EI Associates, Ralph Nashed, and Barry this morning:

We have reviewed your email dated May 10, 2018 and the contractors attorney items.

The Township of Union BOE and EI Associates have no problem with items numbers 1,2,3,& 4.

As a result the district and EI Associates have agreed to the REVISED Payment requisition number 2 emailed to the district on May 11, 2018.

The district will approve this payment requisition at tonight's Board of Education meeting under the following conditions:

1. The District will issue the check to the contractor for the REVISED payment number 2 in the amount of \$52,725.00.
2. The district will HOLD the check until the contractor delivers the Air Handler Unit and ALL accessories and the PROJECT will be COMPLETED in 20 days INSTEAD of 35 days.
3. As soon as the contractor has the system UP & RUNNING they can submit the FINAL payment requisition and closeout document to the Architect. Then the Board will approve it.

NOTE: The revised payment requisition number 2, should be signed, sealed, and delivered to the architect for approval ASAP.

Sincerely,

Gregory E. Brennan

# AIA Document G702 - 1992

## Application and Certificate for Payment

*Revised*

**TO OWNER:** Union Public School District  
 2369 Morris Ave., Union NJ 07083  
**PROJECT:** Union High School  
 Media Center HVAC Upgrade  
 2360 N Third Street, Union NJ 07083  
**APPLICATION NO. #2**  
**PERIOD TO:** \_\_\_\_\_  
**CONTRACT FOR:** \_\_\_\_\_  
**CONTRACT DATE:** \_\_\_\_\_  
**PROJECT NOS:** \_\_\_\_\_  
**Distribution to:** OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

**FROM CONTRACTOR:** C. Dougherty Co. Inc.  
 Paterson, NJ 07503  
 Tel: 973-742-8100  
**VIA ARCHITECT:** EI Associates  
 8 Ridgedale Avenue,  
 Cedar Knolls NJ 07927

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM..... \$ 207,000.00
2. Net change by Change Orders..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 207,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 97,200.00

5. RETAINAGE:
  - a. 5 % of Completed Work (Column D + E on G703) \$ 4,860.00
  - b. 50 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 4,860.00

6. TOTAL EARNED LESS RETAINAGE..... \$ 92,340.00  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 39,615.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$ 52,725.00

9. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 114,660.00  
 (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Net Changes by Change Order	\$	0.00

I, the undersigned, Contractor, warrant that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown hereupon is now due.  
**CONTRACTOR:** \_\_\_\_\_  
 By: *[Signature]*  
 State of: *New Jersey*  
 County of: *Passaic*  
 Subscribed and sworn to before me this *11* day of *May* 2018.  
 Notary Public: *[Signature]*  
 My Commission Expires: \_\_\_\_\_  
**DANELIS JIMINIAN**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES MAY 14, 2022**

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_  
 (Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# A1A Document G703

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 5/11/18  
 PERIOD TO: 0  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Performance bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Insurance	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$360.00
3	Submittal	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$325.00
4	Mobilization/ demobilization	\$3,000.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$300.00	\$135.00
5	Recovery of refrigerant	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$400.00
6	Demolition	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$125.00
7	Delivery of AHU and condenser to the site	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$750.00
8	Installation of new AHU and condenser with all piping & Dust work	\$50,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$1,250.00
9	Steelwork	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Control	\$14,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$48,000.00	\$600.00
11	Electrical	\$13,000.00	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	\$0.00	\$700.00
12	Punchlist and Close out	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,000.00	\$0.00
13	Allowance	\$3,000.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$10,500.00	\$225.00
		\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
		\$207,000.00	\$41,700.00	\$55,500.00	\$0.00	\$0.00	\$97,200.00	\$109,800.00	\$4,860.00

**UNION HIGH SCHOOL - MEDIA CENTER HVAC UPGRADE**

## Change Order #1

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Owner: Union Township Bd. of Ed. Contractor: C. Dougherty & Co.  
 2369 Morris Avenue 7 Washington Avenue  
 Union, New Jersey 07083 Paterson, New Jersey 07503

Change Order Date: May \_\_, 2018

Description: Extension of Time

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The Contract is hereby amended to reflect that the date of substantial completion set forth in §3.3 shall be amended to thirty-five(35) business days after both (i) this change order #1 is signed by the Owner, and (ii) Contractor's payment application #2 is signed by the Owner and placed in line for payment at the next board of education meeting.

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	Orig. Contract Sum:	\$207,000.00
	Changes from Prior COs:	<u>\$0.00</u>
Adjustment to Contract:	Prior Amended Sum:	\$207,000.00
	Change for this CO:	<u>\$0.00</u>
	New Contract Sum:	<b>\$207,000.00</b>
	Change in Contract Time:	35 Business Days

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Approved by Union Township Bd. of Ed.

Approved by C. Dougherty & Co.

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By: Gregory Brennan  
 Dated:

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By: Luis Gavilnes  
 Dated:

# AIA Document G703

## Continuation Sheet

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In calculations below, amounts are stated in the nearest dollar. Use Column I on Contracts where variable retainage for late item may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 5/11/18  
 PERIOD TO: 0

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)						
1	Performance bond Insurance Submittal Mobilization/demobilization Recovery of refrigerant Deposition Delivery of AHU and condenser to the site Installation of new AHU and condenser with all piping & Ductwork Steelwork Control Electrical Punchlist and Close out Allowance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$350.00
3		\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$325.00
4		\$3,000.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$300.00	\$135.00
5		\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$400.00
6		\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$125.00
7		\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$750.00
8		\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$1,250.00
9		\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$48,000.00
11		\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00	\$700.00
12		\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	\$10,500.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$207,000.00	\$417,000.00	\$65,500.00	\$0.00	\$87,200.00	\$109,800.00	\$4,860.00	

# C. Dougherty & Co. Inc.

# Invoice

7 Washington Ave.,  
 Paterson, NJ 07503  
 Phone # 973-742-8100  
 Fax: 973-742-6862

Date	Invoice No.
02/22/18	20460

Due Date	Work Order
02/22/18	

P.O. Number
18-02248

Project Location
Union HS- Media Center HVAC

Bill To:
Union Board of Education 2369 Morris Ave Union, NJ 07083

Description	Amount
2nd Payment Application	52,725.00
As per our contract we would like to request partial payment for the attached items.	
NJ Sales Tax	0.00
<b>Total</b>	<b>\$52,725.00</b>

## Loessel, Barry

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**From:** Paul Griggs <pgriggs@sciarrillolaw.com>  
**Sent:** Thursday, May 10, 2018 2:29 PM  
**To:** Loessel, Barry; Ralph Nashed  
**Subject:** FW: Union Township Board of Education/C. Dougherty & Co. Inc.  
**Attachments:** Duct Cleaning Report.pdf; Invoice of Remediation Specialists for Cleaning & Sanitizing.pdf; TZ Electrical Contracting Payment App.pdf; Photo showing new railing fall protection.jpeg

Gentlemen,

Below is the response I received from Dougherty's attorney. Please provide (both of you and not just Barry) a clear and concise with reasons (not handwritten) response to each paragraph. I fully understand the timeline issue and liquidated damages. Thanks for your help.

Paulu

Paul E. Griggs, Esq.  
Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC  
238 St. Paul Street Westfield, NJ 07090  
(P) 908.481.5000 Ext. 5010 | (F) 908.264.2045  
pgriggs@sciarrillolaw.com  
www.sciarrillolaw.com

**From:** Peter Vazquez, Jr. [mailto:p vazquez@vazquezfirm.com]  
**Sent:** Thursday, May 10, 2018 9:01 AM  
**To:** Paul Griggs <pgriggs@sciarrillolaw.com>  
**Subject:** Re: Union Township Board of Education/C. Dougherty & Co. Inc.

Hi Paul - Thank you for at least getting some response to my client's payment application. Had this been done in a timely manner perhaps this job would be done by now. Please know that we will address the items in your email, but my client is not waiving any its rights at this time. As to the specific items in your email, I can advise as follows:

1. The schedule of values has been agreed upon by the parties since the beginning of the contract. For line item #7 "Delivery of AHU and condenser to the site" the parties agreed that the scheduled value would be \$50,000. My client has not claimed this is 100% complete and has not sought payment for the AHU that is not yet delivered. It has only sought payment for the condenser that has been delivered and installed. We will agree to reduce this line item to 50% (\$25,000) since one of the two items was delivered and one of the two items is still to be delivered. Please advise if this is acceptable.

*NO PROBLEM*

2. There seems to be no dispute as to line item #9.

3. My client disagrees with your client's contention that nothing under this line item has been completed. Your client should be aware that work on this line item has begun, and the ductwork cleaning was completed in February with a report provided. For your reference, I am attaching an invoice and the report that has already been provided. As a compromise, I would suggest that this line item (#8) be reduced to 20% as a compromise in order to get this project to move forward.

4. 30% of the electrical work has been completed. Attached please find the AIA payment application from the electrician confirming same. (it actually says 29% so if you want to make it 29% to match, so be it)

To summarize, I would propose the following resolution, subject to approval by my client:

1. My client would revise the current payment app to \$55,500 (#7 at 50%, \$25,000 - #8 at 20%, \$12,000 - #9 at 100%, \$14,000 - #11 at 30%, \$4,500)

2. My client would deliver the AHU and resume work upon the occurrence of both of the following:

(a) the payment application for \$55,500 being signed by all parties and placed in line for payment at the next BOE meeting, and

(b) a change order being signed by all parties indicating that the completion date would be 35 business days after (i) the change order is signed and (ii) the payment application being signed by all parties and placed in line for payment at the next BOE meeting.

Please advise if this is acceptable to your client and, if so, I will get formal approval on my end.

On Tue, May 1, 2018 at 1:36 PM, Paul Griggs <pgriggs@sciarrillolaw.com> wrote:

Hi Peter,

The following is what I know as of today.

1. The condenser has been delivered to the school but the air handler has not. I note on the Application for Payment a charge of \$30,000 is listed for both the condenser and air handler. The Board cannot pay for the air handler if it is not on site. I am advised the value of the condenser is \$15,000.
2. The steelwork has been completed which reflects a value of \$14,000.
3. No piping and ductwork has been done.
4. No electrical work has been done.

If your client disagrees with what we have set forth in paragraphs 3 and 4 please provide a description of the exact piping, ductwork and electrical that has been completed.

Of the total \$63,175 payment applied for it appears the amount due is \$29,000. I am advised that your client stated that he will not deliver the air handler until he receives a payment. He is not entitled to the \$63,175 payment which is the "Current Payment Due" set forth on the first page of the application. The Board of Education work session is scheduled for Tuesday, May 8, 2018 with the bill list approved at the regular meeting on May 15, 2018. We previously discussed the logistics of a BOE making a payment relative to Board meetings. To receive the payment a revised application needs to be submitted.

At this point the Board just wants the project completed.

Thanks,  
Paul

Paul E. Griggs, Esq.  
Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC  
238 St. Paul Street Westfield, NJ 07090  
(P) 908.481.5000 Ext. 5010 | (F) 908.264.2045  
pgriggs@sciarrillolaw.com  
www.sciarrillolaw.com



**From:** Peter Vazquez, Jr. [mailto:[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)]  
**Sent:** Monday, April 30, 2018 4:10 PM  
**To:** Paul Griggs <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)>  
**Subject:** Re: Union Township Board of Education/C. Dougherty & Co. Inc.

Hi Paul - I just called over to your place, but you were on a call. I just wanted to check-in and see where things stand with this. Thanks.

On Mon, Apr 23, 2018 at 10:49 AM, Peter Vazquez, Jr. <[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)> wrote:

Thanks for the update. I understand the timing issues with the public entities as I used to do some school board work.

On Mon, Apr 23, 2018 at 10:45 AM, Paul Griggs <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)> wrote:

Hello,

I received a marked up copy of your letter from the architect last week. However, it was not clear whether the parties actually talked. On Friday I sent an email to the architect with questions. What you have set forth appears somewhat consistent with the marked up letter and my questions. I have not heard back from the architect. I will however communicate with the business office regarding issuing a check. Typically, the payment needs to be approved by the BOE. There is a meeting tomorrow night however I don't know what is on the bill list. I'll be back to you.

Paul

Paul E. Griggs, Esq.  
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[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)  
[www.sciarrillolaw.com](http://www.sciarrillolaw.com)

**From:** Peter Vazquez, Jr. [mailto:[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)]  
**Sent:** Monday, April 23, 2018 10:20 AM  
**To:** Paul Griggs <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)>  
**Subject:** Re: Union Township Board of Education/C. Dougherty & Co. Inc.

Hi Paul - Hope you had a good weekend. Just following-up on this. Let me know if everyone is on the same page and then we can confirm in writing.

On Thu, Apr 19, 2018 at 11:59 AM, Peter Vazquez, Jr. <[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)> wrote:

Hi Paul - It sounds like our clients spoke this morning, and agreed to something along the lines as follows:

1. C. Dougherty will deliver the air handler on Monday and resume working on the project;
2. The Board will make payment for payment application #2 in the amount of \$63,175 on Monday; and
3. C. Dougherty will complete the project within 35 business days as set forth in my prior letter.

Please let me know if this is correct. If so, I think we should document it with a signed payment application and a change order regarding the completion date.

Let me know, thanks.

On Wed, Apr 18, 2018 at 12:30 PM, Paul Griggs <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)> wrote:

Hello,

I'll find out and get back to you.

Paul

Paul E. Griggs, Esq.  
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**From:** Peter Vazquez, Jr. [mailto:[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)]  
**Sent:** Wednesday, April 18, 2018 9:44 AM  
**To:** Paul Griggs <[pgriggs@sciarrillolaw.com](mailto:pgriggs@sciarrillolaw.com)>  
**Subject:** Re: Union Township Board of Education/C. Dougherty & Co. Inc.

Hi Paul - I was on vacation last week, but am back now. Neither my client nor I have heard anything on this matter. Please advise.

On Fri, Apr 6, 2018 at 5:37 PM, Peter Vazquez, Jr. <[pvazquez@vazquezfirm.com](mailto:pvazquez@vazquezfirm.com)> wrote:

Hi Paul - please see the attached letter.

--

*Peter J. Vazquez, Jr.*  
The Vazquez Law Firm  
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Pine Brook, New Jersey 07058  
(973)434-7062 (tel)  
(973)434-7063 (fax)  
[www.vazquezfirm.com](http://www.vazquezfirm.com)

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*Peter J. Vazquez, Jr.*  
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*Peter J. Vazquez, Jr.*  
The Vazquez Law Firm  
18 Hook Mountain Road, Suite 201  
Pine Brook, New Jersey 07058  
(973)434-7062 (tel)  
(973)434-7063 (fax)  
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**UNION HIGH SCHOOL - MEDIA CENTER HVAC UPGRADE**

Change Order #1

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Owner: Union Township Bd. of Ed. Contractor: C. Dougherty & Co.  
 2369 Morris Avenue 7 Washington Avenue  
 Union, New Jersey 07083 Paterson, New Jersey 07503

Change Order Date: May \_\_, 2018

Description: Extension of Time

---

The Contract is hereby amended to reflect that the date of substantial completion set forth in §3.3 shall be amended to thirty-five(35) business days after both (i) this change order #1 is signed by the Owner, and (ii) Contractor's payment application #2 is signed by the Owner and placed in line for payment at the next board of education meeting.

---

	Orig. Contract Sum:	\$207,000.00
	Changes from Prior COs:	<u>\$0.00</u>
Adjustment to Contract:	Prior Amended Sum:	\$207,000.00
	Change for this CO:	<u>\$0.00</u>
	New Contract Sum:	<b>\$207,000.00</b>
	Change in Contract Time:	35 Business Days

---

Approved by Union Township Bd. of Ed.

Approved by C. Dougherty & Co.

---

By: Gregory Brennan  
 Dated:

---

By: Luis Gavilnes  
 Dated:

# A1A Document G703

## Continuation Sheet

A1A Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Its reproductions below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 5/11/18  
 PERIOD TO: 0  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
1	Performance bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Insurance	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$350.00
3	Submittal	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$325.00
4	Mobilization/demobilization	\$3,000.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$300.00	\$135.00
5	Recovery of refrigerant	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$400.00
6	Demolition	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$125.00
7	Delivery of AHU and condenser to the site	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$750.00
8	Installation of new AHU and condenser with all piping & Duct work	\$50,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$1,250.00
9	Steelwork	\$60,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$48,000.00	\$600.00
10	Control	\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$700.00
11	Electrical	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,000.00	\$0.00
12	Punchlist and Close out Allowance	\$15,000.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	\$10,500.00	\$225.00
13		\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$207,200.00	\$41,700.00	\$55,500.00	\$0.00	\$97,200.00	\$109,800.00	\$4,850.00

# AIA Document G702 - 1992

## Application and Certificate for Payment

**TO OWNER:** Union Public School District  
 2369 Morris Ave., Union NJ 07083  
**PROJECT:** Union High School  
 Media Center HVAC Upgrade  
 2350 N Third Street, Union NJ 07083  
**APPLICATION NO. #2**  
**PERIOD TO:**  
**CONTRACT FOR:**  
**CONTRACT DATE:**  
**PROJECT NOS:**

**FROM CONTRACTOR:** C. Dougherty Co. Inc.  
 Paterson, NJ 07503  
 Tel: 973-742-8100  
**VIA ARCHITECT:** El Associates  
 8 Ridgedale Avenue,  
 Cedar Knolls NJ 07927

**Distribution to:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 207,000.00  
 2. Net change by Change Orders..... \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 207,000.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 97,200.00

#### 5. RETAINAGE:

a. 5 % of Completed Work  
 ( Column D + E on G703) \$ 4,860.00  
 b. 50 % of Stored Material  
 ( Column F on G703) \$ 0.00



Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 4,860.00  
 6. TOTAL EARNED LESS RETAINAGE..... \$ 92,340.00  
 ( Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 39,615.00  
 ( Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$ 52,725.00  
 9. BALANCE TO FINISH INCLUDING RETAINAGE  
 ( Line 3 less line 6) \$ 114,660.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	-\$ 0.00
Total approved this Month	\$ 0.00	-\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>-\$ 0.00</b>
Net Changes by Change Order	\$ 0.00	0.00

I, the undersigned Contractor, certify that to the best of my knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**   
 By:   
 State of: New Jersey  
 County of: Passaic  
 Subscribed and sworn to before me this 11 day of May 2018  
**NOTARY PUBLIC**  
**DANELIS JIMINIAN**  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES MAY 14, 2022  
 Date: 5/11/18

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:**.....\$  
 (Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



# C. Dougherty & Co. Inc.

# Invoice

7 Washington Ave.,  
 Paterson, NJ 07503  
 Phone # 973-742-8100  
 Fax: 973-742-6862

Date	Invoice No.
02/22/18	20460

Due Date	Work Order
02/22/18	

P.O. Number
18-02248

Project Location
Union HS- Media Center HVAC

Bill To:
Union Board of Education 2369 Morris Ave Union, NJ 07083

Description	Amount
2nd Payment Application	52,725.00
As per our contract we would like to request partial payment for the attached items.	
NJ Sales Tax	0.00
<b>Total</b>	<b>\$52,725.00</b>

May 11, 2018

**VIA EMAIL  
ALSO VIA PRIORITY MAIL**

Paul Griggs, Esq.  
Sciarrillo, Cornell, Merlino, McKeever & Osborne LLC  
238 St. Paul Street  
Westfield, NJ 07090

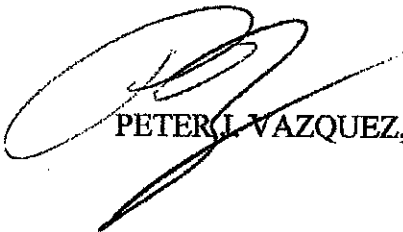
**Re: Union High School - Media Center HVAC Upgrade**

Dear Mr. Griggs:

While I understand that I have not yet heard back from you on the proposed revisions to the application for payment, I know that everyone wants to get this project back on track so that the media center can be comfortable as the warmer weather approaches. Therefore my client has gone ahead and revised its payment application so that the work can resume and the payment can get on the agenda for the next board meeting. Accordingly, I am enclosing a revised payment application #2 signed by my client along with a change order regarding the extension of the substantial completion date for the project.

Once both original documents are signed and returned to me, my client can resume work.

Very truly yours,



PETER J. VAZQUEZ, JR.

PJV/def

CO # 1

**UNION HIGH SCHOOL - MEDIA CENTER HVAC UPGRADE**

Change Order #1

---

Owner: Union Township Bd. of Ed. Contractor: C. Dougherty & Co.  
 2369 Morris Avenue 7 Washington Avenue  
 Union, New Jersey 07083 Paterson, New Jersey 07503

Change Order Date: May \_\_\_\_, 2018

Description: Extension of Time

---

The Contract is hereby amended to reflect that the date of substantial completion set forth in §3.3 shall be amended to thirty-five(35) business days after both (i) this change order #1 is signed by the Owner, and (ii) Contractor's payment application #2 is signed by the Owner and placed in line for payment at the next board of education meeting.

---

	Orig. Contract Sum:	\$207,000.00
	Changes from Prior COs:	<u>\$0.00</u>
Adjustment to Contract:	Prior Amended Sum:	\$207,000.00
	Change for this CO:	<u>\$0.00</u>
	New Contract Sum:	<b>\$207,000.00</b>
	Change in Contract Time:	35 Business Days

---

Approved by Union Township Bd. of Ed.

Approved by C. Dougherty & Co.

By: Gregory Brennan  
Dated:

By: Luis Gavilnes  
Dated:

**Daily Sign in Sheet**  
**Battle Hill School - Second Shift**

**Date:** 5-14 2018

NAME	SIGNATURE	SUBSTITUTE	REASON FOR ABSENCE
RECKI, PAWEL	<i>Recki Pawel</i>		
GINLACK, JOHN			

May 11, 2018

**VIA EMAIL**  
**ALSO VIA PRIORITY MAIL**

Paul Griggs, Esq.  
Sciarrillo, Cornell, Merlino, McKeever & Osborne LLC  
238 St. Paul Street  
Westfield, NJ 07090

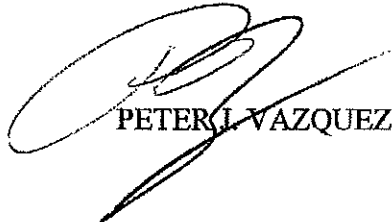
**Re: Union High School - Media Center HVAC Upgrade**

Dear Mr. Griggs:

While I understand that I have not yet heard back from you on the proposed revisions to the application for payment, I know that everyone wants to get this project back on track so that the media center can be comfortable as the warmer weather approaches. Therefore my client has gone ahead and revised its payment application so that the work can resume and the payment can get on the agenda for the next board meeting. Accordingly, I am enclosing a revised payment application #2 signed by my client along with a change order regarding the extension of the substantial completion date for the project.

Once both original documents are signed and returned to me, my client can resume work.

Very truly yours,

  
PETER J. VAZQUEZ, JR.

PJV/def

# AIA Document G702 - 1992

## Application and Certificate for Payment

**TO OWNER:** Union Public School District  
2368 Morris Ave., Union NJ 07083

**PROJECT:** Union High School  
Media Center HVAC Upgrade  
2360 N Third Street, Union NJ 07083

**APPLICATION NO. #2**

**PERIOD TO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

**PROJECT NOS:**

**FROM CONTRACTOR:** C. Dougherty Co. Inc.  
Paterson, NJ 07653  
Tel: 973-742-8100

**VIA ARCHITECT:** El Associates  
8 Ridgedale Avenue,  
Cedar Knolls NJ 07927

**Distribution to:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, continuation sheet, AIA Document G702, is attached

1. ORIGINAL CONTRACT SUM..... \$ 207,000.00
2. Net change by Change Orders..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 207,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 97,200.00

5. RETAINAGE:
  - a. \$ % of Completed Work..... \$ 4,860.00
  - b. 50 % of Stored Material..... \$ 0.00
  - (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 4,860.00

(Line 4 Less Line 5 Total)..... \$ 92,340.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 39,815.00

(Line 6 from prior Certificate)


8. CURRENT PAYMENT DUE..... \$ 52,725.00

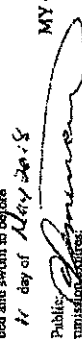
9. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 114,660.00

(Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Net Changes by Change Order	\$ 0.00	0.00

I, the undersigned Contractor, certify that the work on the Contract is satisfactory, that I maintain and believe the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown hereafter is now due.

**CONTRACTOR:**   
 Date: 5/14/92  
**DANELIS JIMINIAN**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES MAY 14, 2022

Subscribed and sworn to before me this 14 day of May 1992  
 Notary Public:   
 My Commission Expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$ \_\_\_\_\_  
 (Attached explanation of amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.