

**RESOLUTION AUTHORIZING CONTRACT MODIFICATION 2020-03 TO  
OPERATIONS MANAGEMENT INTERNATIONAL  
ELECTRIC CAR CHARGER INSTALLATION PROJECT**

**MOTIONED BY:** Marotta

**SECONDED BY:** Velazquez

**WHEREAS**, the North Hudson Sewerage Authority (hereinafter "Authority") is a public body, duly formed under the Sewerage Authorities law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

**WHEREAS**, the Authority has contracted with Operations Management International, Inc., Denver, CO. in the amount of \$8,216,474.00 for the operation, maintenance and management of the Authority's sewerage collection and treatment facilities pursuant to the provisions of the Wastewater Treatment Privatization Act, N.J.S.A. 58:27-1 et seq; and

**WHEREAS**, this contract modification has been requested in order to efficiently advance the project as described in the report identified as "Exhibit A"; and

**WHEREAS**, the Facilities Review Board has reviewed the proposal and recommends the approval of the requested contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Authority hereby authorizes the execution and implementation of said contract modification 2020-03 in the amount of \$4,755.25.

**DATED: MARCH 19, 20220**

**RECORD OF COMMISSIONERS' VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>
Commissioner Soares	x		
Commissioner Kappock	x		
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Sanchez	x		
Commissioner Velazquez	x		
Commissioner Roque	x		
Commissioner White	x		

**THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE  
NORTH HUDSON BOARD OF COMMISSIONERS ON MARCH 19, 2020.**



**SECRETARY**



Operations & Maintenance  
NHSA Project  
1600 Adams Street  
Hoboken, NJ 07030  
T +1.201.795.1411  
F +1.201.420.6917  
www.jacobs.com

Mr. Fredric J. Pocci, P.E.  
Authority Engineer  
North Hudson Sewerage Authority  
1600 Adams Street  
Hoboken, New Jersey 07030

March 5, 2020

Subject: Proposed Out of Scope Project: OMI 2020-01  
Electric Car Charger for Adams Street  
Hoboken, New Jersey

Dear Mr. Pocci,

Operations Management International, Inc. ("CH2M HILL OMI") is pleased to provide North Hudson Sewerage Authority ("Authority") our proposal for the Electric Car Charger Installation Project in Hoboken, New Jersey.

**Overview:**

The project consisted of purchasing and installing a new electric car charging station. The station will be located to the north of the Trickle Filter Pump Station at the Adams Street Wastewater Treatment Plant. Two existing parking spots behind the Trickle Filter Pump Station will be designated as electric vehicle charging spots, and the new to unit charging station will be installed between the two parking spots.

**Scope of Services and Specifics:**

The car charger proposed is from Clipper Creek, Inc. It is the "Share2 Enables HCS-40" charging station, and includes a 4-foot pedestal, dual mount kit, and two retractable connections. It will share a single dedicated 40 Amp circuit, which has already been installed during a previous electrical system upgrade.

The CH2M HILL OMI Maintenance Team will perform the installation of the car charging station with our electricians performing most of the work

**Schedule:**

The lead time for the charging station is 1-2 weeks. We expect the work to be completed in 1-2 months from approval.

**Cost:**

CH2M HILL OMI's proposed cost estimate for the project is \$4,755.25 (Four Thousand Seven Hundred Fifty Five Dollars and Twenty Five Cents). This amount is based on the estimated direct costs and includes CH2M HILL OMI's markup of 15% to cover general and administrative costs,

overhead, and profit. CH2M HILL OMI will invoice on a time and materials basis for actual direct costs incurred plus 15%. The installation work will be done by our regular maintenance team during normal business hours at no additional cost to the Authority.

The out of scope project costs are in addition to the Agreement's base fee and any other Agreement budget amounts.

PROJECT COSTS - SUMMARY TABLE		COST (\$)
1	Car Charger from Clipper Creek	\$ 3,635.00
2	Additional Electrical Installation Materials	\$ 500.00
3	CH2M Hill (15% O&P)	\$ 620.25
<b>TOTAL COST</b>		<b>\$ 4,755.25</b>

**TOTAL ESTIMATED COST: \$ 4,755.25**

If you are in agreement with this letter, please provide NHTSA Board approval in the form of a signed resolution. CH2M HILL OMI will proceed with the out of scope services in accordance with the above schedule.

CH2M HILL OMI appreciates the opportunity to provide these services. If you need additional information or have any questions regarding this letter, please feel free to contact me by phone at 201.795.1411 or by e-mail at Don.Conger@jacobs.com.

Thank you for your consideration regarding this proposed out of scope project.

Regards,



Donald R. Conger III, P.E.  
Project Director

Cc: Richard J. Wolff, NHTSA Executive Director  
Kevin Dahl, Jacobs OM  
Philip G. Reeve, Jacobs OM

Enclosure(s):

- Quote from Clipper Creek, Inc. for Car Charger Station dated 2/10/2020

# CLIPPERCREEK, INC.

INNOVATIVE INFRASTRUCTURE FOR  
ELECTRIC AND HYBRID VEHICLES



11850 Kemper Road Suite #E • Auburn, CA 95603 • (530) 887-1674 • Fax (530) 887-8527

www.clippercreek.net

**ClipperCreek, Inc.**  
**Quote**  
**North Hudson Sewerage Authority**  
**February 10, 2020**

<b>Quantity</b>	<b>Description</b>	<b><u>Retail Price (each)</u></b>
1	Share2 Enabled HCS-40 Bundle Charging Current: 32A charging max Vehicle Connector Type: J1772 connector (Lockable) Supply Power: 208/240V, 40A dedicated circuit <b>Allows (2) HCS-40 units to share one dedicated 40A circuit</b> Cable Length: 18 Feet Warranty: 3 Years Certifications: ETL, cETL Enclosure: NEMA 4; indoor/outdoor rated, fully sealed Dimensions: 19.7" L x 8.9"W x 5.3"D Installation: Hardwired Part# 0913-00-005-0900-02-005, Conf. # HCS-40-C13-L18-76	\$1,498.00
1	HCS Pedestal Traditional 4 foot kit, single mount, HCS Only Includes ¾" conduit assembly Warranty: 1 year Part # 0300-00-033	\$719.00
1	HCS Dual Mount Kit Product, Pedestal, Dual Mounting Kit, HCS Part # 0300-00-030	\$160.00
1	Universal Dual Pedestal extension kit with 2 retractors 3' Pedestal extension kit with 2 retractors (Pedestal not included) <b>Best used with stations with 18 foot cable - For use with HCS or CS 4' pedestals</b> Part # 0300-00-028	\$1,075.00
1	Shipping Estimate Via: UPS Ground – 5 business days in transit To: 1600 Adams St, Hoboken, NJ 07030	\$183.00
<b>Subtotal</b>		<b><u>\$3,635.00</u></b>

**Lead time: 1-2 weeks**

**Order Submission:** Please submit purchase orders to: [Orders@ClipperCreek.net](mailto:Orders@ClipperCreek.net) or via fax to 530-887-8527

**Terms**

This quote is valid for 30 days.

Sales confer no rights or interest to ClipperCreek, Inc. intellectual property.

All sales are FOB Auburn, California.

This quote does not include sales tax

Terms: Pre-Pay with Wire transfer, Check, or Credit Card (processing fee of 3% will be added for credit card transactions over \$2,000); Net 30 on credit approval

All sales are subject to the ClipperCreek, Inc. Terms and Conditions, which Terms and Conditions are attached to this Quote. By Signature below, I have received the document CLIPPERCREEK, INC. TERMS AND CONDITIONS and accept the Terms and Conditions in initiating a purchase order.

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Signature of acceptance



## **Commercial Terms and Conditions of Sale**

**Terms.** Terms as quoted shall apply. Shipping will be billed at the prices in effect at the time of shipment and may include handling charges. All new accounts are required to complete a ClipperCreek, Inc. confidential credit application and receive credit approval prior to shipment. All orders are firm unless written permission to cancel is issued by Seller. All orders are subject to acceptance by Seller. Seller's Terms and Conditions shall supersede any terms and conditions on an order. For commercial customers with approved credit, accounts must be paid within thirty (30) days of invoice or will be subject to a charge of 1.5% per month interest and the account will be placed on Credit Hold. Wire Transfers are accepted as a payment alternative and may be required on certain orders. All payments are required to be in USD. Delinquent accounts will be processed with a collections service.

**Quotations.** Pricing on all quotations will be valid for thirty (30) days from the date of issue of a quotation, unless changed in writing prior to acceptance of the quotation. In order to receive pricing specified on the quotation, signed quotation must be returned to ClipperCreek, Inc. prior to the placement of an order. Acceptance of the quotation does not constitute an order.

**Conditions of Sale.** All sales made by ClipperCreek, Inc. are subject to these Terms and Conditions unless otherwise agreed to in writing by a duly authorized officer of ClipperCreek, Inc. In all cases of conflict between these conditions and the requirements of a purchase order, these Terms and Conditions shall prevail. Buyer shall be deemed to have accepted the quotation and these Terms and Conditions by ClipperCreek, Inc.'s receipt of order.

**Ordering.** All orders must be signed and emailed or faxed to ClipperCreek, Inc. at 530-887-8527. All orders must contain a written purchase order. Any order not including a purchase order will be placed on hold pending the return of a signed order confirmation from the purchaser. To ensure proper shipment, please order by complete part number and description. All prices are in USD.

**Order Confirmations.** All orders will receive an order confirmation by ClipperCreek, Inc. All orders will be shipped as stated on the order confirmation unless a written correction is received and approved by ClipperCreek, Inc. within 24 hours of the sending of the order confirmation.

**Prices.** Prices, discounts, quotations and specifications are subject to change without notice. All prices exclude sales, use, occupational and other similar taxes, which will be billed to the buyer when in effect.

**Intellectual Property.** The fulfillment of an order by ClipperCreek, Inc., confers no rights or interest in any ClipperCreek, Inc. intellectual property or proprietary confidential information, whether contained within the product ordered or otherwise held by ClipperCreek, Inc. ClipperCreek, Inc. does not waive any intellectual or proprietary property rights in fulfilling orders. ClipperCreek, Inc. may deem any non-public information in its possession confidential, including, but not limited to, all books and records, documents, manuals, business plans, concepts, designs, models and trade secrets.

**Warranty and Liability.** ClipperCreek, Inc. shall not be held responsible for delay in shipments caused by Act of God, war, government rulings, civil disturbance, casualty, riots, strikes, and labor disputes or any cause beyond its control. All products are warranted to be free from defects in material and workmanship at time of shipment. ClipperCreek, Inc. limits its obligation under this warranty to replace, or at its option reimbursement of the purchase price of the product shown to ClipperCreek, Inc.'s satisfaction to have been defective at the time of original shipment. ClipperCreek, Inc. neither makes nor shall be liable for any damage, expense, loss or consequential damage of any kind that might arise in connection with the liability of others to properly use the product.

**Shipments.** All shipments are F.O.B. ClipperCreek, Inc. Auburn, California. ClipperCreek, Inc. will make every attempt to follow the specified routing request for shipment. Otherwise, routing is subject to ClipperCreek, Inc.'s choice.

**Product Shortages.** All claims for product shortages must be made within ten (10) days after receipt of the merchandise. Please call 530-887-1674 or fax claim to 530-887-8527, attention: Operations Manager.

**Freight Claims.** If any shipment is received in a damaged condition, a claim must be filed with the delivery carrier and noted on the freight bill before acceptance of the merchandise.

**Taxes.** Any Federal, Sales, Excise or similar tax for which we may be liable on any sale will be charged to and paid by the Buyer. Buyer is responsible for furnishing a resale certificate prior to purchase.

**Returns.** All product returns must have prior authorization from ClipperCreek, Inc. Technical Support (530-887-1674 or fax: 530-887-8527). All returns must be made within 30 days of the original purchase date. Package goods securely in original package or reasonable substitute and mark the RMA number on the outside of the box. Collect shipments or shipments without a clearly identifiable RMA number will be refused. Returned goods damaged due to inadequate return packaging may not receive full credit. All goods returned for reasons other than warranty are subject to a 20% restocking charge. No cash refunds will be given.

**Indemnity.** Buyer shall defend, indemnify and hold harmless ClipperCreek, Inc. and its officers, directors, agents and employees from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs, including attorney's fees and expenses, arising out of any claim arising from Buyer's installation or unauthorized or unreasonable use of products ordered.

**No Future Agreement Created.** Shipment of our product does not constitute a commitment to accept or ship future product. ClipperCreek retains all rights to decline a purchase order and/or terminate any contractual obligations on thirty (30) days written notice unless such rights are expressly waived by ClipperCreek pursuant to written contract.

**Entire Agreement.** The entire agreement between the parties with respect to the subject matter is contained in the quotation and all other documents, including these Terms and Conditions, incorporated by reference.