

**RESOLUTION AUTHORIZING CONTRACT MODIFICATION #01
FOR THE PURAC PHASE III PROJECT**

MOTIONED BY: SOARES
SECONDED BY: FRIEDRICH

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, pursuant to the approval granted by virtue of R.18-061, the Authority has contracted with Rapid Pump & Meter Service Co., Paterson, N.J. in the amount of \$11,862,950.00 for the Purac Phase III Project; and

WHEREAS, no previous contract modifications have been requested or approved with respect to this Project; and

WHEREAS, this contract modification has been requested in order to efficiently advance the project as described in the report identified as "Exhibit A", with the additional work being documented as required by JACOBS, the project engineer; and

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

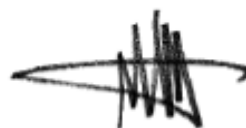
NOW, THEREFORE, BE IT RESOLVED that the Authority hereby authorizes the execution and implementation of said contract modification # 01 in an amount not to exceed \$31,191.05.

DATED: NOVEMBER 19, 2020

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
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 NOVEMBER 19, 2020.



SECRETARY

October 20, 2020

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

Subject: North Hudson Sewerage Authority
Project No. S340635-30
PURAC System Improvements Phase 3 – Physical System Improvements
Contract Modification No. P-01

Dear Mr. Pocci:

We have found it necessary to issue the following Contract Modification to the PURAC System Improvements Phase 3 – Physical System Improvements Project:

No. P-01: Subcontractor Change for Media Installation on Cells 9 and 10 due to COVID-19 Travel Restrictions
Total Amount of the Modification No. P-01: \$ 31,191.05

Attached is the completed NJDEP “Contract Modification Proposal and Acceptance Form”, for the above-mentioned Contract Modification. We would appreciate your review and approval of this modification.

Should you have any questions or require additional information, please call me at 862.242.7067

Sincerely,

CH2M HILL



Shivani Patel, P.E.
Project Manager

Cc: Fredric J. Pocci, P.E., NHSA
NJO File

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE North Hudson Sewerage Authority	2. PROJECT NO. S340635-30	3. CONTRACT NO. PURAC System Upgrades Phase 3-Services During Construction	4. MODIFICATION NO. Mod # P-01
5. TO (CONTRACTOR) Rapid Pump & Meter Service Co. Inc 285 Straight Street PO Box AY Paterson, NJ 07509		6. PROJECT LOCATION AND DESCRIPTION H5 Wet Weather Pump Station Hoboken, New Jersey	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer of a directive to proceed).			
Shivani Patel, P.E./Project Manager			
_____ Date	_____ Type Name and Title	_____ Signature	
8. DESCRIPTION OF CHANGE: <i>Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</i>			
The Contractor's out of state subcontract was not able to mobilize to the site due solely to health and safety concerns caused by the COVID-19 pandemic for media installation when required for Cells 9 and 10. In order to continue to push the project further the Contractor was able to find an alternate subcontractor to perform this work. However, the Contractor's original subcontractor (All Service) cost for media installation within Cells 9 and 10 was \$37,800, the new subcontractor's (CSEC/Encotech) cost proposal was for \$67,270. In order to minimize schedule disruption impacts to the startup, testing and commissioning of cells 9 and 10 a work change directive was authorized to the Contractor to proceed with this change in subcontractors. The Contractor is requiring a cost differential of \$31,191.05 to cover the additional costs for the new subcontractor including subcontractor markup for Overhead and Profit and Bond Premium.			

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

As a result of the above, the contract price is revised as follows:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL COST</u>
1	Subcontractor change for media installation in cells 9 and 10 due to COVID-19 Travel Restrictions	\$31,191.05

TOTAL COST THIS MODIFICATION \$31,191.05

The contract time is hereby: *increased* *decreased* or *remaining the same* as a result of this modification.

The foregoing modification is hereby accepted:

<u>Rapid Pump & Meter Service Co, Inc.</u>	<u>North Hudson Sewerage Authority</u>	<u>Jacobs</u>
CONTRACTOR	OWNER	(NJPE SEAL) ENGINEER
BY: _____	BY: _____	BY: _____
DATE: _____	DATE: _____	DATE: _____

APPROVAL: _____

STATE OF NEW JERSEY DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE North Hudson Sewerage Authority	10. PROJECT NO. S340635-30	11. CONTRACT NO. PURAC System Upgrades Phase 3 Services During Construction	12. MODIFICATION NO. Mod # # P-01
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) Detailed breakdown sheets attached: Attachment 1 – Rapid Pump and Meter Service Co. Cost Proposal Attachment 2 – Jacobs' Work Change Directive to Proceed with Change			
By executing this Change Order No. P-01 for the PURAC System Upgrades Phase 3 Services During Construction Project the Contractor acknowledges that its terms provide full and final settlement of any and all claims against Owner arising from or relating to the changed work. Contractor hereby releases Owner from and waives all claims, demands, suits or actions, whether legal or equitable, known or unknown relating to the changed work including, without limitation, claims for damages arising from delays, suspensions, standby costs, home and field office overhead costs, lost profits, breach of contract, cardinal change or abandonment.			
NET INCREASE \$ <u>31,191.05</u>		NET DECREASE \$ _____	
		CALENDER DAYS INCREASE <u>0</u> DAYS	
DATE:	TYPE NAME AND TITLE:	SIGNATURE:	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. North Hudson Sewerage Authority, S340635-04	15. CONTRACT NO. PURAC System Upgrades Phase 3 Services During Construction	16. MODIFICATION NO. Mod # P-01
17. ORIGINAL CONTRACT BID PRICE \$ 11,862,950.00 TOTAL OF PREVIOUS CHANGE ORDERS \$ 31,191.05 TOTAL CONTRACT COST INCLUDING CHANGE \$ 11,894,141.05		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: All Service Contracting Corporation of Decatur, Illinois, were scheduled to arrive onsite on March 23, 2020 in order to begin installation of media in Cells 9 and 10. The Contract General Conditions (Article 12.03) specifically includes reference to epidemics as events outside the Contractor’s control. The following events outside our control are relevant to the performance of this work: <ul style="list-style-type: none"> • March 11, 2020 - the World Health Organization (WHO) identified Coronavirus Disease 2019 (COVID-19) as a pandemic, which is widely defined as “an epidemic occurring worldwide, or over a very wide area, crossing international boundaries and usually affecting a large number of people.” • March 13, 2020 - President Donald Trump’s issued a Declaration of a National Emergency Concerning the COVID-19 Outbreak, which referenced the WHO characterization of the outbreak as a pandemic. • March 17, 2020 – In accordance with Center for Disease Control and Prevention (CDC) guidance for COVID-19, All Service Contracting Corp. provided notice to RPM that they would be restricting out-of-state travel for their employees for one (1) week and would re-evaluate their position on March 24, 2020. • March 21, 2020 - Illinois Governor JB Pritzker issues Executive Order 2020-10 including Stay at Home; Social Distancing Requirements; and Essential Businesses and Operations directives in response to the COVID-19 pandemic. • March 21, 2020 – New Jersey Governor Phil Murphy issues Executive Order 107 with Stay at Home; Social Distancing Requirements; and Essential Businesses and Operations directives in response to the COVID-19 pandemic. March 24, 2020 – All Service Contracting Corp. provided notice to RPM that they continue to restrict out-of-state travel for their employees for one (1) additional week		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: No other impacts on the Contractor.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee’s Representative): 		
DATE:	TYPE NAME AND TITLE OF LOANEE’S REPRESENTATIVE: Shivani Patel, P.E./Project Manager	SIGNATURE:

**Rapid Pump &
Meter Service
Co., Inc.**



March 30, 2020

Mr. Dejan Davidovic
Resident Engineer, North Hudson Sewerage Authority
Jacobs
299 Madison Avenue
Morristown, NJ 07960
Dejan.davidovic@jacobs.com

Reference: PURAC System Upgrades, Phase 3, Contract 4
North Hudson Sewerage Authority
Notice of Events Beyond Contractor Control
COVID-19 Pandemic
Cost to Expedite Installation of Media – Cells 9 and 10

Dear Mr. Davidovic:

Following our notice of the occurrence of events outside our control (COVID-19 Pandemic) dated March 17, 2020, the purpose of this letter is to advise the NHSA that additional costs resulting from the pandemic will be incurred in connection with installation of media for Cells 9 and 10.

Our original contractor cannot mobilize to the site due solely to health and safety concerns caused by the pandemic. Additional costs would result from changing from our original subcontractor for installation of media within Cells 9 and 10 (utilized as a bid basis), to a new subcontractor who does not have similar concerns (to date). The proposed switch is an effort by RPM to minimize schedule and disruption impacts to the startup, testing and commissioning of Cells 9 and 10.

This increase in direct cost to utilize a replacement subcontractor is beyond the control of RPM, and therefore the subject of this request for additional compensation. Please note that additional time will also be required and can be calculated once the work is completed.

Description of Events Outside Contractor's Control

All Service Contracting Corporation of Decatur, Illinois, were scheduled to arrive onsite on March 23, 2020 in order to begin installation of media in Cells 9 and 10.

The Contract General Conditions (Article 12.03) specifically includes reference to epidemics as events outside the Contractor's control. The following events outside our control are relevant to the performance of this work:

Mr. Dejan Davidovic
March 30, 2020

- March 11, 2020 - the World Health Organization (WHO) identified Coronavirus Disease 2019 (COVID-19) as a pandemic, which is widely defined as “an epidemic occurring worldwide, or over a very wide area, crossing international boundaries and usually affecting a large number of people.”
- March 13, 2020 - President Donald Trump’s issued a Declaration of a National Emergency Concerning the COVID-19 Outbreak, which referenced the WHO characterization of the outbreak as a pandemic.
- March 17, 2020 – In accordance with Center for Disease Control and Prevention (CDC) guidance for COVID-19, All Service Contracting Corp. provided notice to RPM that they would be restricting out-of-state travel for their employees for one (1) week and would re-evaluate their position on March 24, 2020.
- March 21, 2020 - Illinois Governor JB Pritzker issues Executive Order 2020-10 including Stay at Home; Social Distancing Requirements; and Essential Businesses and Operations directives in response to the COVID-19 pandemic.
- March 21, 2020 – New Jersey Governor Phil Murphy issues Executive Order 107 with Stay at Home; Social Distancing Requirements; and Essential Businesses and Operations directives in response to the COVID-19 pandemic.
- March 24, 2020 – All Service Contracting Corp. provided notice to RPM that they continue to restrict out-of-state travel for their employees for one (1) additional week in response to the COVID-19 pandemic, and would re-evaluate their position the week of March 30, 2020.

Identification of Alternate Contractor and Additional Costs

Following a phone call with Jacobs on March 24, 2020, RPM sought out alternatives to All Service in order to avoid additional schedule impacts to this critical work and further disruption to the overall project timeline. RPM obtained quotes from two additional potential subcontractors for media installation, Water Service Professionals (WSP) and CSEC/Encotech.

Of the three quotes, only CSEC provided a firm start date. In order to maintain progress on Cells 9 and 10, RPM would agree to switching media installation services to CSEC if NHSA would provide compensation for the cost differential from All Service plus markup as a change order under the subject contract.

Mr. Dejan Davidovic
March 30, 2020

In accordance with Article 10.05 of the General Conditions, RPM notes that the adjustment claimed is the entire amount to which we believe we are entitled for expedited installation of media in Cells 9 and 10 as a result of the COVID-19 pandemic.

	All Service	Water Service Professionals	CSEC/ Encotech
Start Date	Unknown	4/20/20 or later	4/6/20
Cost	37,800.00	65,000.00	67,270.00
Cost Differential	-	27,200.00	29,470.00

Cost and Time Adjustments

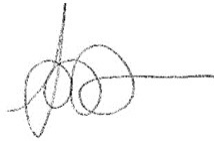
Attached please find quotations from the All Service and CSES/Encotech complete with detailed calculations of the proposed cost adjustment.

All Service Contracting Corp. is the preferred subcontractor for the media installation, as they have been vetted by RPM, Jacobs, and the manufacturer, and have a proven track record of successful work in Cells 3 and 4. Since we cannot predict how long the COVID-19 pandemic will last, we are providing the NHSA with a viable option for achieving timely completion of media installation within Cells 9 and 10 in an effort to minimize impacts to the overall project schedule.

Please also note that this request for additional compensation to provide an alternate resource for media installation within Cells 9 and 10 is one of two options. Should NHSA elect not to authorize the proposed cost of \$31,191.05, then another option would be to provide RPM early access to Cells 1 and/or 2 in order to commence with demolition activities. This would allow the work to continue until impacts from COVID-19 have subsided, and All Service Contracting Corp can provide a firm date for re-mobilizing to the site. While this option would impact beneficial use of Cell 9 and 10, it would allow work under the contract to proceed, again mitigating disruptions and impact to the project schedule.

Please let us know if you have any questions or need additional information.

Regards,



Steven Marsich, P.E.
Rapid Pump & Meter Service Co., Inc.

Cc: John Tobia, Jacobs
Mike Wilson, Jacobs
Steve Kulcsar, RPM

Subcontractor Proposal
All Service Contracting Corp.



To: Tim Foley (Rapid Pump and Meter Services)

Re: Filter media installation. REVISED 8-7-19

At: W.W.T.P. Hoboken NJ.

All Service Contracting Corp. (A.S.C.C.) is pleased to offer the following.

SCOPE: Install media via our slurry system into (10) filters that measure 40'x22' for a total complete filtering surface area of 8,800 SQ.FT. total.

- #1. Install various layers of support gravel via our slurry system.**
- #2. Each layer of supporting material shall be leveled prior to installing the next layer of supporting material.**
- #3. For sizes a ½ or smaller all work duties shall be performed off walk boards made of NSF certified material.**
- #4. After completing the supporting material installation, the owner shall perform a back wash until clean.**
- #5. Owner shall leave about 3' of water above the newly installed supporting material.**
- #6. A.S.C.C. will then slurry filter sand.**
- #7. Owner shall perform a backwash on the newly installed filter sand.**
- #8. Owner shall drain water below the sand surface.**

#9. A.S.C.C. will then perform a ½” skimming to remove any fines that may be present. All skimming’s will be placed into the wash troughs and washed out to waste.

SCOPE: By Others (Rapid pump and meters.)

#1. Supply all filter media in super sacks with lifting straps.

#2. (2) filters ready for media installation on the first trip. (2) filters ready on the second trip. (3) filters ready on the third trip. (3) filters ready on the 4th trip.

#3. Operations of all valves. Backwashes in a timely manner.

#4. Unlimited hours of work. (Usually 10-12 hours per day)

#5. Disposal of empty media bags.

#6. Standard fire hydrant for slurry process. Water at no cost to A.S.C.C.

LUMP SUM COST: \$ 172,511.00

LUMP SUM COST:\$189.000.00 REVISED 8-7-19

Revised 9-13-19: As per our conversation on the phone with Steven Marsich on 9-13-19 at 9:29 am CST All Service shall not be held responsible should in the event the De Nora Tetra™ rep. does not sign off on the filters once all the supporting material and media is installed. (ASCC) shall install all supporting material and filter media as we have on the past 18,000 filter beds. Should in the event, this is not acceptable to the parties concerned ASSC shall pull off the project and Rapid Pump & Meter Services shall pay ASSC for mobilization, demobilization, motel & per-diem, forklift rental and any labor cost incurred.

Payment is due 30 days from date of invoice, no retainage no exceptions.

Should either party default in this agreement, the party in default shall be responsible for any attorney fees, court cost, and any corporate cost incurred to enforce this agreement.

Both parties agree that any required collection shall be enforced in Macon County Illinois.

Upon issuance of a purchase order or subcontract all language in this proposal shall be incorporated and supersede any other language.

This proposal shall be signed by both parties and shall supersede any other agreement.

ALL SERVICE CONTRACTING CORP.

By: _____
Aaron M. Burcham, Vice President
Associate Member A.W.W.A

Date: 4-18-18 REVISED 8-7-19
Revised 9-13-19

AARON M. BURCHAM
VICE PRESIDENT
ALL SERVICE CONTRACTING CORP.
2024 E. DAMON AVENUE
DECATUR, IL 62526
aaron@allservice.com
217-233-3018 OFFICE
217-519-3021 CELL
217-233-3019 FAX

Authorized By: _____

Title: _____

Date: _____

Witness: _____

Date : _____

Mr. Dejan Davidovic
March 30, 2020

Subcontractor Proposal
CSEC/Encotech

Steven Marsich

From: Jennifer Belmore <JBelmore@carbonservice.net>
Sent: Thursday, March 26, 2020 7:55 PM
To: Steven Marsich
Cc: Bernard Lalli
Subject: RE: NHSA PURAC P3: - CSEC - Media Loading Service

Good evening, Steve. Bernie and I went through the site notes that Josh provided. We have the following information to provide for this project. Please review and reply. If you would like to proceed I will have to have my corporate office set you up as a customer and confirm terms and conditions.

As of today we are were able to reschedule other confirmed work and we are now available to mobilize to the project site the week of April 6th. We anticipate needing approximately five(5) days +/- per filter. Due to the holiday weekend, we will leave the project site the weekend of the 11th and travel back the week of the 13th to complete the project.

Proposal #19867
Hoboken, NJ

Carbon Service and Equipment Company (CSEC) is pleased to offer pricing for your Hoboken, NJ, site, as follows:

- (1.) Mobilization to the project site using experienced and confined space trained technicians and all necessary slurry equipment; including all required ancillary equipment.
- (2.) Based on the drawings provided, labor to fill a total of 742,000 lbs. of sand and gravel over two(2) filters.
- (3.) Leveling of the sand and gravel layers (no scraping of the sand is needed, per our site visit today).
- (4.) Miscellaneous items including personnel protective equipment, O2 meter, confined space permit, various tools, etc.
- (5.) Rental extended boom forklift.

The price to provide the labor, travel and living expenses, slurry equipment, confined space entry equipment, and a forklift, as listed above, will be \$67,270.00. Pricing is valid 30 days. Terms are **T.B.D.** until credit is established. Sales tax is not included in the price quoted. Taxes will be added to the price unless a current tax exempt certificate is provided in advance of the project.

Pricing assumes:

- (1.) No disinfection is needed.
- (2.) There are no delays on site, due to others, that will inhibit the work to take place and keep CSEC from completing the project as listed above.
- (3.) There are no delays due to the current pandemic, etc. that will prevent CSEC from completing the project as listed above.
- (4.) There are hotels, food, etc. available in the area of the site due to the current pandemic.
- (5.) The site set up and all information from our March 26, 2020, site visit remains the same.

The following will be the responsibility of others to provide:

- (1.) All sand and gravel needed for the project.
- (2.) Uninterrupted access to the fire hydrants, as needed.
- (3.) Operator for backwashing.
- (4.) Site Specific Health & Safety information and perform a safety meeting with CSEC's technicians.
- (5.) Lock-out/Tag-out, if/when the filters are operational.
- (6.) Storage and staging areas for all materials and equipment.
- (7.) Roll-off box for the disposal of all pallets, all empty bulk bags and all waste generated.
- (8.) Back flow preventers, as needed.
- (9.) Facilities for the CSEC technicians to use while one site (i.e. Porta John's).

I trust the information provided in this correspondence is adequate for your present purposes. However, if you have any questions or comments, please do not hesitate to contact me. Thank you for your interest in our services.

Very truly,
Jennifer L. Belmore

Jennifer L. Belmore
jbelmore@carbonservice.net
Carbon Service & Equipment Company
A Division of Encotech, Inc.
www.carbonservice.net
Cell: 724.413.6740•Office: 407.313.9113•Fax: 407.313.9114

FL: PO Box 618102, Orlando, FL 32861. PH: 407.313.9113. FAX:407.313.9114
SC: PO Box 1062, Chapin, SC 29036. PH:803.447.0888. FAX:803.791.6090
PA: PO Box 305, Eighty Four, PA 15330. PH: 724.222.3334. FAX: 724.222.4090

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Mr. Dejan Davidovic
March 30, 2020

Detailed Cost Breakdown

NHS A PURAC System Upgrades, Phase 3, Contract 4
 PCO #2 Cost Breakdown
 Installation of Media - Cells 9 and 10
 (Differential Cost for Alternative Contractor)

Description: PCO#2 Installation of Media - Cells 9 and 10

1.	Payroll Costs:			
	N/A	<u>Trade</u>	<u>Hours</u>	<u>Rate</u>
				<u>Total</u>
				\$ -
				\$ -
				\$ -
				SUBTOTAL: \$ -
2.	Material & Permanent Equipment:			
	N/A			\$ -
				SUBTOTAL: \$ -
3.	Subcontractor Work:		Price	Qty.
	All Service Contracting Corporation			
	Credit for Lump Sum Cost per Cell for Two (2) Cells	\$ (18,900)	2 LS	\$ (37,800.00)
	Carbon Service and Equipment Company (CSEC)			
	Lump Sum Cost for Two (2) Cells	\$ 67,270	1 LS	\$ 67,270.00
				SUBTOTAL: \$ 29,470.00
4.	Supplement Costs:			
	a.			\$ -
	b.			\$ -
	c.			\$ -
	d.			\$ -
	e.			\$ -
	f.			\$ -
	g.			\$ -
	h.			\$ -
	i.			\$ -
	j.			\$ -
				\$ -
5.	Direct Work Grand Total (Subtotal 1, Subtotal 2, Subtotal 4, Subtotal 5):			\$ -
	<u>Contract Decrease</u>			
6.	Contractor Credit			\$ -
	<u>Net Contract Increase</u>			
7.	Direct Work Sub-Total (Increase 5 + Decrease 6)			\$ -
8.	Contractor's Overhead (10%):			\$ -
	Contractor's Profit (10%):			\$ -
9.	Subcontractor Total (Item 3 Subtotal)			\$ 29,470.00
10.	Subcontractor Markup (5% of Item 10 total)			\$ 1,473.50
11.	Bond Premium (0.8% x Lines 8,9):			\$ 247.55
12.	TOTAL INCREASE:			\$ 31,191.05