## 21-079 RESOLUTION AUTHORIZING CONTRACT MODIFICATION 2021-03 TO OPERATIONS MANAGEMENT INTERNATIONAL/JACOBS

## **MOTIONED BY:** Velazquez **SECONDED BY:** Gardiner

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,** Operations Management International, Inc., has submitted a proposal(Exhibit "A") for additional compensation in the amount of \$184,173.90 related to the Adams Street Operations and Pump Stations; 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 2021-03 in the amount of \$184,173.90.

## DATED: NOVEMBER 18, 2021

## **RECORD OF COMMISSIONERS' VOTE**

	YES	NO	ABSENT
Commissioner Soares			Х
Commissioner Kappock	Х		
Commissioner Marotta	Х		
Commissioner Gardiner	Х		
<b>Commissioner Friedrich</b>	Х		
Commissioner Guzman	Х		
Commissioner Velazquez	Х		
Commissioner Barrera	Х		
Commissioner White			Х

# THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON NOVEMBER 18, 2021.



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

November 5, 2021

Subject: 2021 Additional Corrective Maintenance Projects 2 CH2M HILL OMI Operations Maintenance & Management Agreement

Dear Mr. Pocci,

Operations Management International, Inc. ("CH2M HILL OMI") is pleased to provide North Hudson Sewerage Authority ("Authority") our proposal for Corrective Maintenance Projects at the Adams Street Wastewater Treatment Plant, River Road Wastewater Treatment Plant, the 5<sup>th</sup> Street Pump Station, the 11<sup>th</sup> Street Pump Station and the 18<sup>th</sup> Street Pump Station.

CH2M HILL OMI is seeking the Authority's concurrence to invoice for the total cost of \$184,173.90 for Corrective Maintenance (CM) Services beyond the original contract scope. This total amount does not include any financial markup and is in addition to both the 2013 Agreement's yearly Base Fee and the yearly Corrective Maintenance Budgets. The Services described below were found to be out of the normal size and price range of Corrective Maintenance as defined by the contract, and more in line with Capital Improvement projects.

## **Overview and Scope of Services:**

## 5<sup>th</sup> Street Pump Station Pump #1 Rebuild and Rebuild Kit:

Pump #1 at the 5<sup>th</sup> Street Pump Station failed and showed alarms for seal failure and overtemperature. Precision Electric was called in to remove the pump and inspect it. They found the pump impellor was worn out and recommended a rebuild of the pump including replacement of the worn impellor.

All three pumps at the 5<sup>th</sup> Street Pump Station have recently been rebuilt. During the last rebuild, we found the lead time on these parts to be over 6 months. We have purchased spare parts to have in stock to facilitate quick repairs to get the pumps back in service.

Full details of the repairs and spare part costs can be found in the attached Invoices and Proposals.

## 11<sup>th</sup> Street Pump Station Pump Rebuild Kit:

Two of the three pumps at the 11<sup>th</sup> Street Pump Station have recently been rebuilt. During the last rebuild, we found the lead time on these parts to be over 6 months. We have purchased spare parts to have in stock to facilitate quick repairs to get the pumps back in service.

Full details of the spare part costs can be found in the attached Invoices and Proposals.

### Adams Street Primary Clarifier Dewatering Pump Rebuild:

There are two Wemco Dewatering Pumps that are used to empty the primary clarifiers, and move water between them. Pump #1 was vibrating while in operation, and it was taken apart for inspection. Debris from the clarifier damaged the impellor, which caused damage to the bearings. The pump was sent out for a full rebuild including a new impeller, casing, sleeve, bearings, and gasket. Upon inspection in the repair shop, additional repairs were

determined to be required. Specifically, the pump liner was found to also have a crack, which require replacement.

Full details of the repairs and services can be found in the attached Invoices and Proposals.

### Adams Street Trickling Filter Pump Station G2 VFD Replacement:

The G2 Variable Frequency Drive stopped responding to commands from SCADA. Upon investigation, it was discovered that the main control board failed, and required replacement. The cause is unknown, but likely just the age of the equipment and the constant use. The cost to replace just the control board on the existing VFD would be around \$7,000 plus installation. The equipment manufacturer, Cuttler Hammer/Eaton, would not guarantee that the replacement would fix the issues with the drive. Replacing the drive with a new model by Automation Direct Drive is proposed as a more cost-effective solution that will bring the TFPS back to full operation. We are replacing the Cuttler Hammer/Eaton drive with an Automation Direct drive. We have been using these as replacements as they are a much lower upfront cost, are easier to maintain, easier to program, and they easily connect to the plant SCADA system.

Full details of the repairs and services can be found in the attached Invoices and Proposals.

#### Fire Alarm Panel Replacement (3):

The emergency (fire) alarm panels located at the 18th Street Pump Station, River Road Sludge Processing Electrical Room, and the Adams Street Preliminary Facilities Building Electrical Room showed error codes and were in a failed state. Johnson Controls was called out to assess the units, and has determined that they cannot be repaired, and it should be replaced. The replacement units are an upgrade to the newer model of the same unit. Johnson Controls provided a quote to replace, program and retest the panel. The upgraded panel will ensure the facility alarm system works properly.

Full details of the repairs and services can be found in the attached Invoices and Proposals.

#### River Road 3<sup>rd</sup> Floor HVAC Unit Rebuild:

The rooftop HVAC system for the Administration building at the River Road WWTP was not operating properly. The unit is required to keep the SCADA server room and upstairs offices cool. The unit was inspected by Johnson Controls, who found leaks on the suction headers. The unit is 17 years old, is a custom unit, and is run full time as it provided both Air Conditioning and Heat to the occupied space. Johnson Controls pressure tested the system, determined the leak locations, installed new liquid line filter driers and restarted the system. Once all that work was complete, further repairs were required including repairing leaks on suction header on both circuits, pressure test, and install new refrigerant. During startup and testing, it was then discovered that a compressor has a bad motor winding. This compressor was replaced, and the unit was put back online, and requires replacement. Full details of the repairs and services can be found in the attached Invoices and Proposals.

#### River Road Hollow Metal Doors Replacement (3):

There are three hollow metal doors on the Hypo storage building that open to the sidewalk on Anthony Defino Way. The doors are original to the plant, and have started to rust, and warp. The frames are no longer square, making them difficult to open and close. The doors and frames are exposed to the elements (rain, snow, road salt) and are in need of replacement with new hardware. A contractor will remove the existing frames and doors, and supply and install new hollow metal doors, frames and hardware. Quotes were received from three companies, and all were very close in value. New Jersey Door Works will replace the doors. They have done work for us in the past, are already approved in our system to do work for Jacobs, and they provided a very high quality product in the past.

Full details of the repairs and services can be found in the attached Proposals.

#### River Road Recirculation Pump Replacement:

This recirculation pump failed last year, and was taken out for inspection. The pump was found to be in very poor condition, with damage to all parts (impeller, bearings, and motor). The cause of the failure is the age of the pump. This pump is our spare recirculation pump, and is the oldest of the 4 pumps (3 in use, and 1 spare). Cost for repairing this old pump was approximately \$30,000 (costs were receive from CPE, Rapid Pump refused to quote a repair as the pump is in such bad shape). Since the cost to repair is over 50% of the cost of a new pump,

we recommend replacing the pump in kind with the new model of the same ABS pump. Costs also include a new lifting bail, pump slide bracket, stainless steel hardware kit, and profile gasket.

All of the other pumps had a tungsten carbide coating installed to increase the very short pump life we were seeing. We are trying the Arcor Hardening recommended by the pump manufacturer as it is a lower cost, but should provide the same durability.

We did investigate installation of an alternate pump. Must pumps could not be used as they would require a replacement VFD. Since we have four pumps for three spaces, we opted to keep all pumps the same. Reiner Pump Systems is the local authorized vendor for ABS pumps, so this is the lowest price we would be able to procure an ABS pump, without using a middle-man company. Preventative maintenance tasks for ABS pumps only include checking run status and pump alarms. ABS designs their pump to run to fail.

Full details of the repairs and services can be found in the attached Invoices and Proposals.

### Cost:

CH2M HILL OMI's proposed cost estimate for the project is \$102,534.30 (One Hundred Two Thousand Five Hundred Thirty-Four Dollars and Thirty Cents). This amount is based on the estimated direct costs and does not include any financial markup. The corrective maintenance project costs are in addition to the Agreement's base fee and any other Agreement budget amounts.

	PROJECT COSTS - SUMMARY TABLE	COST (\$)
1	5th Street Pump Station Pump #1 and #2 Rebuild	\$ 28,662.85
2	11th Street Pump Station Pump #X Rebuild	\$ 10,862.85
3	Adams Street Primary Clarifier Dewatering Pump Rebuild	\$ 10,221.95
4	Adams Street Trickling Filter Pump Station G2 VFD Replacement	\$ 12,332.00
5	Fire Alarm Panel Replacement (3)	\$ 51,180.00
6	River Road 3rd Floor HVAC Unit Rebuild	\$ 14,104.25
7	River Road Hollow Metal Doors Replacement (3)	\$ 10,412.00
8	River Road Recirculation Pump Replacement	\$ 46,398.00
	TOTAL COST	\$ 184,173.90

#### TOTAL ESTIMATED COST: \$184,173.90

If you are in agreement with this letter, please provide NHSA Board approval in the form of a signed resolution.

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 corrective maintenance project.

Regards,

K. Conge

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

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

Enclosure(s):

- 01 Precision Electric Invoice for 5<sup>th</sup> Street ABS Pump Rebuild dated January 21, 2021
- 02 Reiner Pump Invoice for 5<sup>th</sup> Street ABS Pump rebuild kit dated April 11, 2021
- 03 Reiner Pump Invoice for 11<sup>th</sup> Street ABS Pump rebuild kit dated April 11, 2021
- 04 CPE Proposal for Wemco Model C Pump Rebuild dated February 11, 2021
- 05 Precision Motor Works Quote for Wemco Pump liner replacement dated April 28, 2021
- 06 Automation Direct Order Invoice dated May 6, 2021.
- 07 Johnson Controls Proposal for 18<sup>th</sup> Street Pump Station Fire Alarm Panel dated May 23, 2021
- 08 Johnson Controls Proposal for River Road WWTP Fire Alarm Panel dated June 15, 2021
- 09 Johnson Controls Proposal for Adams Street WWTP Fire Alarm Panel dated September 22, 2021
- 10 Johnson Controls Proposal for the River Road HVAC Unit Repair dated March 31, 2021
- 11 Johnson Controls Proposal for the River Road HVAC Unit Repair dated May 13, 2021
- 12 Johnson Controls Proposal for the River Road HVAC Unit Repair dated July 12, 2021
- 13 New Jersey Door Works Door Replacement Proposal dated December 15, 2020
- 14 Reiner Pump Systems ABS Pump Quote dated August 23, 2021

							Invo	oice
				Customer Nu	umber		Invoice Numb	er
	Electric Motor Works, Inc.			OMI			RI38112	
				Contact	t	Order Date	Shipped Date	e Invoice Date
18 SEBAGO ST., CL TEL: (973) 471-2600 1						9/1/2020	12/29/2020	1/21/2021
Bill To		, I/I 1050	, ,		Ship To			
OMI - Operations I 125 Broadway Ave Oak Ridge, TN 378	enue				OMI - Jacc 1600 Adan Hoboken,	ns Street NJ 07030		
Ship Via		Terms	5	Received By		Customer PO	c	Driginal Order #
		Net 30	)	customer				R34502
<b>ID</b> R34502				Rating 84.4		Rated V.	460	
Motor-Make Sulzer			н	P Unit HP		Rated A.	103.5	
Motor-Model AXF91T3	36RH78	22		<b>RPM</b> 1190		Term Box	Cord	
Motor-Serial # 60221			I	Frame <sup>0</sup>				
	Qty	Ship	Descriptio	on		s	ales Price	Tot
	1	1	COMPLETE	E REBUILD OF ABS P	UMP. FURNISH	&	17.800.00	17,800.0

INSTALL OEM REBUILD KIT, REVARNISH WINDINGS, REPAIR HOUSINGS, BORE & BUSH UPPER HOUSINGS, REPLACE SEALS, ORINGS, GASKETS, REPAIR COOLING JACKET, FULL VOLTAGE TEST, SURGE TEST, BALANCE,

Onsite service to install rebuilt pump with new impeller. (customer removed, this is first timewe are installing, previous jobs were just crane truck service to lower under sidewalk). Connect electrical and test rotation. Customer replaced wear plate and set clearance as found when removed. Notified customer that impeller gap clearance on open type impeller cannot be confirmed or measured without removing volute. Access port in suction elbow is not big enough to see and reach impeller. Pump was tested and left

in auto, removed damaged impeller left onsite.

CLEAN, PAINT, TEST

Post due amounte are subject to a 2 00% service		Subtotal:	17,800.00
Past due amounts are subject to a 3.00% service charge per month.		Freight:	0.00
		Other:	0.00
0.0	00 %	Sales Tax 1:	0.00
	00 %	Sales Tax 2:	0.00
Thank You		Total:	17,800.00

Our Tax ID: 223645734



Reiner Pump Systems, Inc. 53 US Highway 206 Stanhope, NJ 07874-3262 US (973) 347-9000 bhills@reinerpump.com

## Invoice

	BILL TO CH2M Hill / O.M.I. Inc. US-Accounts Payable 125 Broadway Ave. Oak Ridge, TN 37830		SHIP TO CH2M Hill Tag: PO 4 1600 Adar Hoboken,	32899			
INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOS	ED	
KTP387NJ	03/12/2021	\$10,862.85	04/11/2021	Net 30			
SHIP DATE 10/16/2020			<b>PURCH</b> 432899	PURCHASE ORDERFOE432899Factor		B story,PPY,Allowed	
PRODUCTS	DESCRIPTION			QT	Y PRICE	AMOUNT	
ABS Parts	146 Impeller				1 4,650.00	4,650.00	
						25.65	
ABS Parts	133 0-RING				1 25.65	25.05	

CREDIT CARD PAYMENTS WILL BE SUBJECT TO A 3.5% PROCESSING FEE

**ABS Parts** 

BALANCE DUE

## \$10,862.85

1

2

1

1

1

4

4

4

28.70

29.04

15.96

33.91

57.42

24.14

25.68

5,350.00

28.70

58.08

15.96

33.91

229.68

96.56

102.72

5,350.00

\*\*\* PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

144 CYLINDER SCREW

266 ADJUSTING SCREW

268 HEXAGON NUT

257 HEXAGON HEAD SCREW

\_\_\_\_\_

145 LOCKWASHER

270 GROOVED PIN

163 Bottom plate

164 0-RING



Reiner Pump Systems, Inc. 53 US Highway 206 Stanhope, NJ 07874-3262 US (973) 347-9000 bhills@reinerpump.com

## Invoice

	US-Accour 125 Broad	/ O.M.I. Inc. nts Payable way Ave. , TN 37830			SHIP TO CH2M Hill Tag: PO 4324 1600 Adams Hoboken, NJ Tag: 11th Str	Street		
INVOICE #		DATE	TOTAL DUE	DUE DAT	E	TERMS	ENCLC	SED
KTP388NJ		03/12/2021	\$10,862.85	04/11/202	21	Net 30		

SHIP DATE	SHIP VIA	SHIP DATE	PURCHASE ORDER	FOB
10/16/2020	B/W	10/16/2020	432899	Factory, PPY, Allowed

PRODUCTS	DESCRIPTION	QTY	PRICE	AMOUNT
ABS Parts	146 Impeller	1	4,650.00	4,650.00
ABS Parts	133 0-RING	1	25.65	25.65
ABS Parts	143 COLLAR WASHER	1	271.59	271.59
ABS Parts	144 CYLINDER SCREW	1	28.70	28.70
ABS Parts	145 LOCKWASHER	2	29.04	58.08
ABS Parts	270 GROOVED PIN	1	15.96	15.96
ABS Parts	163 Bottom Plate	1	5,350.00	5,350.00
ABS Parts	164 0-RING	1	33.91	33.91
ABS Parts	266 ADJUSTING SCREW	4	57.42	229.68
ABS Parts	257 HEXAGON HEAD SCREW	4	24.14	96.56
ABS Parts	268 HEXAGON NUT 11400112	4	25.68	102.72

CREDIT CARD PAYMENTS WILL BE SUBJECT TO A 3.5% PROCESSING FEE

BALANCE DUE

## \$10,862.85

\*\*\* PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



February 11, 2021

Wemco Mode E5K-LS-E2S

Francisco Santiago Maintenance Lead Jacobs 1600 Adams Street Hoboken, NJ 07030

Serial 13DW095 70-02 920 GPM @ 36THD 1600RPM

Dear Francisco,

Please find enclosed the Wemco Model C pump repair proposal you requested. Further, a Chesterton Split Seal and Spiral Trac bushing have been quoted on separate line items should you need to purchase them. Please consider the following:

## Work Scope for Wemco Pump Repair

- Pick up and dissemble
- Inspect all parts
- Provide NEW Impeller
- Provide NEW Casing
- Provide NEW Sleeve
- -Provide NEW Bearings
- Provide NEW Gasket
- Assemble, Paint and Deliver to the Plant

Price for Labor and Parts for complete repair...... \$6,913.00

Sealing Device solutions will be quoted under separate cover. Delivery: 2-3 weeks FRO.

• On Site Installation Assistance is available at no charge.

Thank you for the opportunity to assist you with your pump repair requirements. Please contact me with any questions. Thank you, Frank.

All my best to you and your family my friend.

Very best regards,

Dan Mertens Pump & Sealing Device Professional Corrosion Products. & Equipment Cell: 201-906-4340 Mertens@Corrosion-Products.com

**ROCHESTER** 110 Elmgrove Park Rochester, NY 14624

₱ 518.458.7252
₱ 518.458.7259

 940 Pointview Avenue, Ste. C
 717.617.2025

 Ephrata, PA 17522
 717.945.7667

**NEW ENGLAND** 865 Turnpike Street North Andover, MA 01845

978.655.8433978.984.6905

PRECI	einn				Quote
Electric_Motor		Contact			
		Francisco Santiago			
AN 🖍 IPS CO	MPANY	Customer Number		Quote Date	Quote Number
18 SEBAGO ST., CLIFT TEL: (973) 471-2600 FAX		OMI		4/28/2021	SQ15031
Quote To:			Ship	То:	
OMI - Operations Manage 125 Broadway Avenue Oak Ridge, TN 37830	ement International Inc		1600 A	Jacobs Idams Street en, NJ 07030	
			FOB		
Ship Via	Terms	Quoted By	L	Customer RFQ	Customer PO
	Net 30	Robert Csigi			

Product ID	Qty	Description	Sales Price	Total
Parts	1	70917-1 bearing cap - \$667.85 810047 dowel pin - \$6 70429-7 liner, grvd - \$2350 3x 420931 stud, tap end - \$83.85 3x 420985 stud, tap end - \$113.25	3,308.95	3,308.95
Parts being provided at c	ost	8x 421201 stud, tap end - \$88		

Sales Tax and Freight are not included in total, unless noted otherwise. Quote is valid for 60 Days.		Subtotal:	3,308.95
		Freight:	0.00
		Other:	0.00
	0.0000%	Sales Tax 1:	0.00
	0.0000%	Sales Tax 2:	0.00
Thank You		Total:	3,308.95



## ORDER # : 11677166 PO # : PO# 148024618

### Customer # : 1116129

## May 7, 2021 1:52 pm EDT

AutomationDirect, Inc. P.O. Box 402417 Atlanta, GA 30384-2417 Phone: (800) 633-0405 Fax: (770) 889-7876 store@automationdirect.com www.automationdirect.com

Contact Info: Name: Alexis Benavides Phone: 201-442-9283 Email: alexis.benavides@jacobs.com	Bill To: Operations Management International AKA Jacobs Eng 1600 Adams St Hoboken, NJ 07030	Payment Info: By Purchase Order PO #: PO# 148024618		
Ship To: Operations Management Int Operations Management International AKA Jacobs Eng 1600 Adams St Hoboken, NJ 07030-2304	Shipping Details:         Shipping Details:         Requested shipping method is LTL Priority.         Because of size and/or weight, all items will be shipped LTL freight.         Package Label Note:         Tricking Filter Influent Pump G2/G4 VFD			

### ! Shipping Notice !

To meet our 2-day delivery promise, your order may be shipped in a variety of ways, up to and including FedEx Overnight, at no additional charge to you. You will receive your shipping confirmation email with tracking number the <u>next business day after</u> placing the order.

Item Code	Description	Price	Quantity	Total (US \$)
GS4-4300	DURApulse GS4 series AC high-performance drive, open frame, 460 VAC, 300hp with 3-phase input, SVC or V/Hz mode, RS-485, Modbus and BACnet, 100kA SCCR. Optional EtherNet/IP and Modbus TCP cards available. ! This item must ship LTL freight.	11167.00	1	\$11,167.00
MIF3400B	Roxburgh EMI input filter, 230/460 VAC, 3-phase, 400A, panel mount, EMI/RFI filtering, multi-stage, drive rated, very high performance, studs. For use with 3-phase AC drives.	1103.00	1	\$1,103.00

Sub Total	\$12,270.00
Shipping	\$62.00
Estimated Sales Tax	\$0.00

Total (US \$) \$12,332.00

Thank you for your purchase. For questions or comments contact us at the phone number or email address shown above. Please reference your customer and order number in any correspondences.



Johnson Controls Fire Protection LP Sean Meldrum 200 Forge Way Rockaway, NJ 07866

Date: 5/23/2021

## RE: NEW JERSEY GENERAL SERVICE Quote

Purchasing Authority Contact Name: North Hudson Sewage Authority Phone #: 201-795-1411 X 236

Email Address: Arelys.Ruenes@jacobs.com Street Address: 1600 Adams Street Service Location Name: North Hudson Sewage Street Address: 1600 Adams Street

City, State, Zip: Hoboken NJ Customer # Click here to enter SR #.

Dear New Jersey Contract Customer:

The attached quote is furnished under the Johnson Controls Fire Protection State of New Jersey contract (#83717) and it identifies parts/materials and/or labor for services work to be performed by Johnson Controls Fire Protection LP. Please note that some of the contents of this quote may be identified as "open market" items as defined as such under the New Jersey contract.

To approve this quote, please sign it and email your approval to <u>sean.c.meldrum@jci.com</u>. Upon your approval, our local office will contact you within 10 business days to schedule the service.

If you have any questions, I can be reached at 973-664-2543.

We appreciate your business and look forward to working with you.

Respectfully,

Sean Meldrum 973-664-2543\_ Sean.c.meldrum@jci.com Local District # 518 Address: 200 Forge Way Rockaway, NJ 07866 Telephone: 973-664-2543 Sales Rep: Sean Meldrum

## FAX REPLY COVER SHEET

то		FROM
Company Name:	Johnson Controls Fire Protection	Company Name:
Contact:	Sean Meldrum	Contact:
Email:	Sean.c.meldrum@jci.com	Phone #
		Email Address:

## Johnson Controls Fire Protection LP State of New Jersey Service Quote for Time & Materials (Not to Exceed)

SCOPE OF WORK:	
18 <sup>th</sup> Street Pump Station Emergency system down panel upgrade. John	son Controls Fire Protection Will replace, program and
test 4010ES. This excludes any pre existing conditions, drawings submit	tals, permits, over time, fire watch. This is FACP only.
Estimated labor hours 40 @ rate 112 see attached NJ State Contract	\$4,480.00
Labor Rates	,
(Labor to be performed during normal business hours only, unless otherwise	
Estimated Parts/Materials: (Material List must be attached)	\$7,830.00
Parts/Materials are:	
10% discount on all Tyco/SimplexGrinnell parts	
15% Markup on all outside purchase items	<b>*</b> 0 500 00
Subcontractor (If required, 15% Markup Allowed) Electrical Install	\$2,500.00
Permits / Fees	
Additional testing (i.e.: Certification test by AHJ)	
Additional testing items are "open market items" <u>not</u> on the SimplexGrinnell	
New Jersey Contract ((#83717). They are bein g quoted as open	
market items and are considered as such under any resultant order.	
Total estimated price for labor & materials for above scope	\$14,810.00
(Billing will depict actual labor, materials used, and tax)	, ,
Summary reason for repair: Emergency panel replacement 4010ES Upgr	ade 18th Street Pump Station.

PLEASE NOTE: The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of New Jersey contract and authorize the completion of the above-mentioned work to be performed by Johnson Controls Fire Protection LP. I am fully authorized to approve this quote and to approve payment.

## APPROVED BY

Signature / Date

Print Name

### PO#

(NOTE: NM Contract # 10-000-00-00095 must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by Johnson Controls Fire Protection LP. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

## **DECLINED BY**



Johnson Controls Fire Protection LP Sean Meldrum 200 Forge Way Rockaway, NJ 07866

Date: 6/15/2021

## RE: NEW JERSEY GENERAL SERVICE Quote

Purchasing Authority Contact Name: North Hudson Sewage Authority Phone #: 201-795-1411 X 236

Email Address: Arelys.Ruenes@jacobs.com Street Address: 1600 Adams Street Service Location Name: North Hudson Sewage Street Address: 1600 Adams Street

City, State, Zip: Hoboken NJ Customer # Click here to enter SR #.

Dear New Jersey Contract Customer:

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To approve this quote, please sign it and email your approval to <u>sean.c.meldrum@jci.com</u>. Upon your approval, our local office will contact you within 10 business days to schedule the service.

If you have any questions, I can be reached at 973-664-2543.

We appreciate your business and look forward to working with you.

Respectfully,

Sean Meldrum 973-664-2543\_ Sean.c.meldrum@jci.com Local District # 518 Address: 200 Forge Way Rockaway, NJ 07866 Telephone: 973-664-2543 Sales Rep: Sean Meldrum

## FAX REPLY COVER SHEET

то		FROM
Company Name:	Johnson Controls Fire Protection	Company Name:
Contact:	Sean Meldrum	Contact:
Email:	Sean.c.meldrum@jci.com	Phone #
		Email Address:

## Johnson Controls Fire Protection LP State of New Jersey Service Quote for Time & Materials (Not to Exceed)

SCOPE OF WORK:			
North Hudson Sewage Authority River Road Wwtp	, NHSA River Road W	/WTP Emergency system down panel upgrade.	
Johnson Controls Fire Protection Will replace, prog	ram and test 1 4010ES	S. This excludes any pre existing conditions, drawin	gs
submittale parmite over time fire watch This is E			
Estimated labor hours 40 @ rate 112 see attached	NJ State Contract	\$4,480.00	
Labor Rates			
(Labor to be performed during normal business hours on	ly, unless otherwise		
Estimated Parts/Materials: (Material List must be attacl	hed)	\$11,205.00	
Parts/Materials are:			
10% discount on all Tyco/SimplexGrinnell parts			
15% Markup on all outside purchase items			
Subcontractor (If required, 15% Markup Allowed) E	lectrical Install	\$2,500.00	
Permits / Fees			
Additional testing (i.e.: Certification test by AHJ)			
Additional testing items are "open market items" not on the	he SimplexGrinnell		
	g quoted as open		
market items and are considered as such under any rest			
· · ·			
Total estimated price for labor & materials for above	scope	\$18,185.00	
(Billing will depict actual labor, materials used, and tax)			
Summary reason for repair: Emergency panel repla	cement 1 4010ES Upgr	rade. Nhsa River Road Wwtp , NHSA River Road	
WWTP			
6400 Anthony Defino Way West New York			
, , , -			
1			

PLEASE NOTE: The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of New Jersey contract and authorize the completion of the above-mentioned work to be performed by Johnson Controls Fire Protection LP. I am fully authorized to approve this quote and to approve payment.

## APPROVED BY

Signature / Date

Print Name

### PO#

(NOTE: NM Contract # 10-000-00-00095 must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by Johnson Controls Fire Protection LP. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

## **DECLINED BY**



Johnson Controls Fire Protection LP Sean Meldrum 200 Forge Way Rockaway, NJ 07866

Date: 9/22/2021

## RE: NEW JERSEY GENERAL SERVICE Quote

Purchasing Authority Contact Name: North Hudson Sewage Authority Phone #: 201-795-1411 X 236

Email Address: Arelys.Ruenes@jacobs.com Street Address: 1600 Adams Street Service Location Name: North Hudson Sewage Street Address: 1600 Adams Streets

City, State, Zip: Hoboken NJ Customer # Click here to enter SR #.

Dear New Jersey Contract Customer:

The attached quote is furnished under the Johnson Controls Fire Protection State of New Jersey contract (#83717) and it identifies parts/materials and/or labor for services work to be performed by Johnson Controls Fire Protection LP. Please note that some of the contents of this quote may be identified as "open market" items as defined as such under the New Jersey contract.

To approve this quote, please sign it and email your approval to <u>sean.c.meldrum@jci.com</u>. Upon your approval, our local office will contact you within 10 business days to schedule the service.

If you have any questions, I can be reached at 973-664-2543.

We appreciate your business and look forward to working with you.

Respectfully,

Sean Meldrum 973-664-2543\_ Sean.c.meldrum@jci.com Local District # 518 Address: 200 Forge Way Rockaway, NJ 07866 Telephone: 973-664-2543 Sales Rep: Sean Meldrum

## FAX REPLY COVER SHEET

то		FROM
Company Name:	Johnson Controls Fire Protection	Company Name:
Contact:	Sean Meldrum	Contact:
Email:	Sean.c.meldrum@jci.com	Phone #
		Email Address:

## Johnson Controls Fire Protection LP State of New Jersey Service Quote for Time & Materials (Not to Exceed)

SCOPE OF WORK: North Hudson Sewage Authority 1600 Adams PFB. Emergency system down panel upgrade. Johnson Controls Fire Protection Will replace, program and test 1 4010ES. This excludes any pre existing conditions, drawings submittals, permits, over time, fire watch. This is FACP only.

Estimated labor hours 40 @ rate 112 see attached NJ State Contract Labor Rates	\$4,480.00
(Labor to be performed during normal business hours only, unless otherwise	
Estimated Parts/Materials: <i>(Material List must be attached)</i> Parts/Materials are: 10% discount on all Tyco/SimplexGrinnell parts 15% Markup on all outside purchase items	\$11,205.00
Subcontractor (If required, 15% Markup Allowed) Electrician	\$2,500.00
Permits / Fees	
Additional testing (i.e.: Certification test by AHJ)Additional testing items are "open market items" not on the SimplexGrinnellNew Jersey Contract ((#83717). They are being quoted as openmarket items and are considered as such under any resultant order.	
Total estimated price for labor & materials for above scope (Billing will depict actual labor, materials used, and tax)	\$18,185.00
Summary reason for repair: North Hudson Sewage Authority 1600 Adams	PFB Emergency System Down Panel Upgrade.

<u>PLEASE NOTE:</u> The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of New Jersey contract and authorize the completion of the above-mentioned work to be performed by Johnson Controls Fire Protection LP. I am fully authorized to approve this quote and to approve payment.

## APPROVED BY

Signature / Date

Print Name

### PO#

(NOTE: NM Contract # 10-000-00-00095 must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by Johnson Controls Fire Protection LP. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

### **DECLINED BY**



## JOHNSON CONTROLS **Building Efficiency** Federal ID 39-0380010

## **ORIGINAL INVOICE**

	<b>L</b>			
Invoice #: PO #/Auth: Customer WO#:	<b>1-102230870074</b> Subk 14800461	Invoice Date: Service Request: SR Type:	<b>03/31/2021</b> 1-102127798276 L&M	
Customer Acct:	1857613	Branch Name:	JOHNSON CONTROLS UN	NION NJ CB - 0N35
Bill To: CH2M HILL ACCOUNTS PAYABLE PO BOX 241329 DENVER CO 80224			<b>Service Site:</b> CH2M HILL-NORTH HUDSON SEWERAGE-WEST NEW YORK 6400 RIVER RD , WEST NEW YORK NJ 07093-5103	
Contractor/License Requested By:	e Information : Alexis Benavio	les	Proposal :	21-A-022421 NORTH
Phone:	2017951411		Proposal Date Accepted By:	
Service Requested				re. Also there is a hot water coil in
<b>(</b> Work Scope)	floor work o refrigerant.	on the YORK RTU so The unit can not op	erving the 3rd floor. Curre erate in the heating mode	
			oth refrigeration circuits o provide a cost for the need	n the YORK RTU to determine the led repairs.
		not water piping to co d to check controls s		Brd floor and determine the cause of
Service Provided:	provided as "Perform th the ductwo floor work o	s per scope describe ne following unit is ou rk below the unit tha on the YORK RTU se	d below. It on low refrigerant press t has no flow. This is likely	satisfaction. Our service was ure. Also there is a hot water coil in supplemental heating to the 3rd ently both refrigerant circuits have no because its locked out.
			oth refrigeration circuits o provide a cost for the need	n the YORK RTU to determine the led repairs.
		not water piping to co d to check controls s	5	Brd floor and determine the cause of
		any questions or co ou for your business.	ncerns please reach out t	o Alicia Bischoff at 732-738-2652.

Total Quote Price		\$3,586.78
Sales Tax		\$0.00
Total Amount Due	USD	\$3,586.78

Direct Billing Inquiries: (732) 225-0606 Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid



## JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

#### **ORIGINAL INVOICE**

N NJ CB - 0N35
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portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

#### Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30 Direct Billing Inquiries To Service Department: (732) 225-0606 To Remit Via Credit Card:

Call the phone number listed above. INVOICE#: 1-102230870074

AMOUNT DUE: USD \$3,586.78

Remit Payment To: JOHNSON CONTROLS PO BOX 730068 DALLAS, TX, 75373 To Remit Via ACH Wire Transfers: JP Morgan Chase One Chase Manhattan Plaza

New York, NY 10005 Credit to: Johnson Controls Inc. ABA# 071-000013 Depositor Acct #55-14347 Type of Account: Checking CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



ODICINAL INVOICE

## JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

ORIGINAL INVOICE						
Invoice #: PO #/Auth: Customer WO#: SU Customer Acct:	<b>1-104697438162</b> EMAIL AUTH ALEXIS JBK 148004461 1857613	Invoice Date: Service Request: SR Type: Branch Name:	05/13/2021 1-102769485221 L&M JOHNSON CONTROLS UNIC	NN NJ CB - 0N35		
<b>Bill To:</b> CH2M HILL ACCOUNTS F PO BOX 2413 DENVER CO	529		SEWERAGE- 6400 RIVER	IORTH HUDSON WEST NEW YORK		
Contractor/License	Information :					
Requested By:	Alexis Benavic	les	Proposal :	21-A-040121 NORTH HUDSON WEST NEW YORK		
Phone:	2017951411		Proposal Date: Accepted By:	04/01/2021 Alexis Benavides		

Service Requested:Perform the following repair to the YORK RTU Model: J12XPC00P4BTA5A Serial:(Work Scope)N1F2896630 serving the 3rd floor office area. Remove top from unit and access panels.<br/>Repair leaks on suction header on both circuits. Pressure test with nitrogen and leak test<br/>new work. Install new liquid line filter driers. Weigh in refrigerant charges. Restart unit and<br/>test for proper operation. Quote includes 32lbs of refrigerant 410A.

Service Provided:Johnson Controls main goal is to provide 100% customer satisfaction. Our service was<br/>provided as per scope from Quote #1-1AZ6HRG1.<br/>"Perform the following repair to the YORK RTU Model: J12XPC00P4BTA5A Serial:<br/>N1F2896630 serving the 3rd floor office area. Remove top from unit and access panels.<br/>Repair leaks on suction header on both circuits. Pressure test with nitrogen and leak test<br/>new work. Install new liquid line filter driers. Weigh in refrigerant charges. Restart unit and<br/>test for proper operation. Quote includes 32lbs of refrigerant 410A."

If you have any questions or concerns please reach out to Alicia Bischoff at 732-738-2652. Thank you for your business.

Total Quote Price		\$4,557.47
Sales Tax		\$0.00
Total Amount Due	USD	\$4,557.47

## Direct Billing Inquiries: (732) 225-0606

Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of



## JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

#### **ORIGINAL INVOICE**

Invoice #:	1-104697438162	Invoice Date:	05/13/2021
PO #/Auth:	EMAIL AUTH ALEXIS	Service Request:	1-102769485221
Customer WO#:		SR Type:	L&M
Customer Acct:	1857613	Branch Name:	JOHNSON CONTROLS UNION NJ CB - 0N35

#### Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30 Direct Billing Inquiries To Service Department: (732) 225-0606

To Remit Via Credit Card:Call the phone number listed above.INVOICE#:1-104697438162

AMOUNT DUE: USD \$4,557.47

Remit Payment To: JOHNSON CONTROLS PO BOX 730068 DALLAS, TX, 75373 To Remit Via ACH Wire Transfers: JP Morgan Chase One Chase Manhattan Plaza New York, NY 10005

New York, NY 10005 Credit to: Johnson Controls Inc. ABA# 071-000013 Depositor Acct #55-14347 Type of Account: Checking CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



21-A-040121 NORTH HUDSON WEST NEW YORK Quote Prepared by Joseph Girardi 04/01/2021

## PROPOSAL

## **Account Information**

Bill To:	CH2M HILL ACCOUNTS PAYABLE PO BOX 241329 DENVER CO USA 80224
Quote Reference Number: Project Name: Site:	1-1AZ6HRG1 21-A-040121 NORTH HUDSON WEST NEW YORK CH2M HILL-NORTH HUDSON SEWERAGE-WEST NEW YORK 6400 RIVER RD WEST NEW YORK NJ 07093-5103
Branch Info: Attn:	JOHNSON CONTROLS UNION NJ CB - 0N35 Alexis Benavides

## **Customer Information**

Name:

**Alexis Benavides** 

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI. We propose to furnish the materials and/or perform the work below for the net price of: \$4,557.47

This proposal is valid through: 05/01/2021

## **CH2M HILL**

Johnson Controls Inc.

Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
PO:		





Benefits/Scope of Work:	Perform the following repair to the YORK RTU Model: J12XPC00P4BTA5A Serial: N1F2896630 serving the 3rd floor office area. Remove top from unit and access panels. Repair leaks on suction header on both circuits. Pressure test with nitrogen and leak test new work. Install new liquid line filter driers. Weigh in refrigerant charges. Restart unit and test for proper operation. Quote includes 32lbs of refrigerant 410A.
Exclusions:	<ol> <li>Labor or material not specifically described above is excluded from this proposal.</li> <li>Unless otherwise stated, any and all overtime labor is excluded from this proposal.</li> <li>Applicable taxes or special freight charges are excluded from this proposal</li> </ol>



(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, 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, JCI 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 therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform



**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. 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.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under **Connected Equipment Services.** 

**19. SOFTWARE AND DIGTAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. JCl as <u>Processor</u>: Where JCl factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at <u>www.johnsoncontrols.com/dpa</u> ("DPA") shall apply. JCl as <u>Controller</u>. JCl will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCl's Privacy Notice at <u>https://www.johnsoncontrols.com/privacy</u>. Customer acknowledges JCl's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCl is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.



**21. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.





## JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

## **ORIGINAL INVOICE**

Invoice #: PO #/Auth: Customer WO#:	<b>1-105847382021</b> EMAIL AUTH	Invoice Date: Service Request: SR Type:	<b>07/12/2021</b> : 1-104833119439 L&M	
Customer Acct:	1857613	Branch Name:	JOHNSON CONTROLS UNIC	NN NJ CB - 0N35
Bill To: CH2M HILL ACCOUNTS I PO BOX 2413 DENVER CO	329		<b>Service Site:</b> CH2M HILL-NORTH HUDSON SEWERAGE-WEST NEW YORK 6400 RIVER RD , WEST NEW YORK NJ 07093-5103	
Contractor/License Requested By:	e Information : Alexis Benavio	des	Proposal :	21-A-040721 NORTH HUDSON SEWAGE WEST
Phone:	2017951411		Proposal Date: Accepted By:	NEW YORK 05/07/2021 Alexis Benavides
<b>Service Requested</b> (Work Scope)	Serial: N1 Perform th	e following repair. R	ecover refrigerant for circuit mpressor. Rig new compres	with bad compressor. ssor to roof. Mount and wire
	compresso		ine filter drier. Evacuate sys	stem to 500 microns and weigh in
Service Provided:	provided a "Model: J <sup>-</sup>	nson Controls main goal is to provide 100% customer satisfaction. Our service was vided as per scope from Quote #1-1C1SR95B. odel: J12XPC00P4BTA5 ial: N1F2896630		
	Disconnec compresso	Perform the following repair. Recover refrigerant for circuit with bad compressor. Disconnect and remove bad compressor. Rig new compressor to roof. Mount and wire compressor. Install new liquid line filter drier. Evacuate system to 500 microns and weigh in refrigerant charge. Restart unit and test operation."		
	lf you have	e any questions or co	ncerns please reach out to A	Alicia Bischoff at 732-738-2652.
	Thank yo	ou for your business.		
Total Quote Sales Tax	e Price			60.00 \$0.00

## Direct Billing Inquiries: (732) 225-0606

USD

Total Amount Due

\$5,960.00

Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.



## JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

#### **ORIGINAL INVOICE**

Invoice #:	1-105847382021	Invoice Date:	07/12/2021
PO #/Auth:	EMAIL AUTH	Service Request:	1-104833119439
Customer WO#:		SR Type:	L&M
Customer Acct:	1857613	Branch Name:	JOHNSON CONTROLS UNION NJ CB - 0N35

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

#### Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30 Direct Billing Inquiries To Service Department: (732) 225-0606

To Remit Via Credit Card:Call the phone number listed above.INVOICE#:1-105847382021

AMOUNT DUE: USD \$5,960.00

Remit Payment To: JOHNSON CONTROLS PO BOX 730068 DALLAS, TX, 75373-0068 To Remit Via ACH Wire Transfers: JP Morgan Chase One Chase Manhattan Plaza New York, NY 10005 Credit to: Johnson Controls Inc.

ABA# 071-000013 Depositor Acct #55-14347 Type of Account: Checking CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

## From: BE-BRC-Johnson-Controls@jci.com

To: usapinvoices@jacobs.com;alexis.benavides@ch2m.com;

Sent : Mon Jul 12 15:15:23 PDT 2021

Subject: [EXTERNAL] Invoice #:1-105847382021 for services performed on SR#:1-104833119439

Dear Valued Customer,

Attached you will find a copy of an invoice for services recently performed at your location. If you should have any questions or concerns regarding this invoice, please contact your local Johnson Controls office.

Thank you for choosing Johnson Controls, we appreciate your business!



## Customer Info

## Jacob's

1600 Adams Street Hoboken , NJ 07030

## Job Info

## North Hudson Sewerage Facility Re: (3) HMD's 6400 Anthony M Defino Way West New York, NJ 07093

Attn: Michel Velez: 862 596 4830

Date	Proposal No	Submitted By	Reference			
12/15/2020	247476	Dan Mongelli	(3) HMD's			
Description						Amounts
Tank & Hypo Ro -(3) HMD's	ooms - North					
		nd Hardware. Cement Filled Fran al Doors, Frames and Hardware.	nes.			
Opening: 40" W	x 86" H (2" Head), 4	0" W x 87" H (3" Head), 40" W x	88" H (4" Head)			
Door & Frame: 3'0" W x 7'0" H 2" Jamb Legs &	Right Hand Outswing Head, 7 5/8" Throa	g Doors t				
Hardware: NRP Hinges Surface Mounted Non Hold-Open Closer Surface Mounted Panic Device w/ Storeroom Trim - New Key - Match All Doors The Same PWG Lite: 5" x 20" Kickplate Saddle Saddle Sweep Weather-Stripping						
Re-Attach Any Alarm Tabs To New Door/Frame						
NJDW Will Paint Doors & Frames -Color: Customer Will Provide a Paint Chip/Paint #						
<ol> <li>Anything not listed in the scope of work is excluded, which includes, but is not limited to permits &amp; fees.</li> <li>Our price is for the work to be done open shop during regular hours.</li> <li>All obstructions must be moved by others before we start our work or additional charges may be incurred.</li> <li>Any necessary dust protection will incur additional charges.</li> <li>No warranty on any re-installed items.</li> </ol>						
Sub Total			\$9,765.00			
Sales Tax (6.62	25%)					\$646.93
Date	Payment Term	15	Acceptance Terms		Valid Thru	Total Amount
12/15/2020	50% Deposit,	50% Completion	90 Days		3/15/2021	\$10,411.93
Submitted By			Phone No		Email	
Dan Mongelli, S	ales				dmongelli@njdoorworks	.com

Terms & Conditions				
Dan Mongelli C: 908 370 1765 E: dmongelli@njdoorworks.com				
Signature				
ACCEPTED BY	PRINT NAME	EMAIL ADDRESS	DATE	

Prices are subject to change if not accepted in 30 days. By others: jambs, spring pads, all wiring to motors and control stations, sales tax, Finish paint, removal of existing doors are not included unless otherwise
stated above. Purchaser agrees that doors shall remain in seller's possession until paid in full. In the event purchaser breaches or defaults under the terms and provisions of this agreement, the purchaser shall be
responsible for the cost of collection, including reasonable attorney's fees. There shall be a 1-1/2% service charge per month for all payments due and owing after 30 days.



08-23-2021

Don Conger Jacobs North Hudson Sewerage Authority 1600 Adams Street Hoboken, NJ 07030

Don, Per your request we are pleased to offer you the following;

One (1) XFP 250J CB2 PE350/6 with cooling jacket 460/3/60.....\$39,958.00. -Rated for 3,580 GPM @ 27FT TDH 72.5% efficiency. 49' cable.

Stainless steel lifting bail	ADDER \$998.00
Pump Slide Bracket	ADDER \$1,795.00
Profile Gasket	ADDER \$107.00
304SS Hardware Kit (Guide Bracket to pump).	ADDER \$440.00

## XFP 250J-CB2 PE350/6

Flame Hardened Hydraulics (flame hardened impeller and wear plate) ADDER...... \$2,895.00. Arcor Hardened Hydraulics (Arcor hardened impeller and wear plate): **ADDER......** \$3,100.00. Liquid ceramic coated hydraulics (Belzona coated impeller, wear plate, and interior of the volute): ADDER...... \$6,812

Our best bet for a high-grit environment is either the Arcor hardening or the Belzona coating. Note that the Belzona treatment is only a surface coating, but is a very durable ceramic, and is applied to the impeller, wear plate, and volute interior. The Arcor process is only performed on the impeller and wear plate.

If you are experiencing high levels of abrasion, our best offering is the Arcor treatment on the impeller and wear plate, as well as the Belzona coating on the interior of the volute. This will provide a high degree hardness and protection for **all wetted components.** 

This is the most robust solution...worth the investment. Of course this pump is not in stock. Here is how the delivery lays out; The pump is about 21 weeks and 1 week in factory and 1 week for Belzona coating...23 weeks. DELIVERY is INCLUDED. FOB Factory prepaid and ALLOWED. Please let me know if you need any additional information for this project. Regards,

Keith 973-229-0122









SEEPEX.



## NO CONTROLS PUMP ONLY

- Installation is not included
- No spares or tests.

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- Rigging and offloading by others
- This quotation is for the items listed or stated above. No other items should be assumed or implied as being provided.
- Reiner Pump Systems standard terms and conditions apply. Terms inconsistent with Reiner Pump Systems standard terms and conditions which may appear on purchaser's formal order will not be binding on seller.
- This quote is valid for 30 days from the date above.
- Prices do not include any state, federal, or local taxes
- Terms: Net 30 Days. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others.

Reiner Pump Systems is a Certified NJ, NY, and NY City WMBE Company







TIGERFLOW



SEEPEX.