

**RESOLUTION AUTHORIZING CONTRACT MODIFICATION #01
FOR THE 11TH STREET COMBINED TRUNK SEWER CLEANING PROJECT**

MOTIONED BY: Assadourian

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, the Authority has contracted with National Water Main, Kearny, N.J. under resolution 22-038 in the amount of \$1,397,775.00 for the 11th St. Combined Trunk Sewer Cleaning 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 Dewberry, the project engineer; and

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

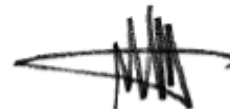
NOW, THEREFORE, BE IT RESOLVED that the Authority hereby authorizes the execution and implementation of said contract modification #01 in an amount not to exceed \$22,839.12.

DATED: NOVEMBER 17, 2022

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSTAIN
Commissioner Kappock	x		
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez	x		
Commissioner Barrera	x		
Commissioner Zucconi	x		
Commissioner Assadourian	x		

THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON NOVEMBER 17, 2022.



SECRETARY

October 18, 2022

Mr. Frederic Pocci, PE
Authority Engineer
North Hudson Sewage Authority
1600 Adams St.
Hoboken, N.J., 07030

Re: Client: North Hudson Sewage Authority (NHTA)
Project Name: 11th Ave Combine Trunk Sewer Cleaning Project
Subject: Change Order #01

Dear Mr. Pocci,

Enclosed is the **Change Order #01** submitted by National Water Main Cleaning / CRS Contractors on the above referenced project for the Rodent Control Work which was performed.

During the process of receiving road opening permits from the City of Hoboken it was discovered on July 26th that additional new requirements were required for permit issuance. Those requirements were to add rodent control to the project and a pest control operator before mobilization. A rodent control plan was not part of the original contract scope of work, and was not known at time of bid. The additional work necessitated hiring a rodent control subcontractor to implement a plan for rodent baiting stations all along the work route with regular maintenance. The contractor was ordered to accomplish the work immediately, in order to keep the schedule for completing Willow Ave before the school's opening.

Dewberry concurs that this was not conceived work at the time of the bid and approves the justification as an administrative change order.

We have found it necessary to issue the Contract Modification (CO#1) per the following:

- 1) **(Credit)**- Allowance for Utility Relocation \$100,000 reduced (\$22,389.12) to \$77,610.88
- 2) **(Add New Item Line CO1)** – Unit Price per week of services performed estimated budget total line item of \$22,389.12

Page No.2
Project ID: GQNC77-01
Preliminary Design Services for Green Infrastructure Work

Sincerely,
Dewberry Engineers Inc.

A handwritten signature in blue ink that reads "Patrick J. Ronan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patrick Ronan, PE
Senior Project Manager, Water Resources

Enclose
KW, TY, DC, BV



NATIONAL WATER MAIN CLEANING CO.

The Environmental Protection Specialists

An Equal Opportunity Employer

NYC BIC License #468

Tuesday, October 18, 2022

Mr. Fredric J. Pocci, PE

Authority Engineer
North Hudson Sewerage Authority
1600 Adams Street
Hoboken, NJ 07030

RE: **11th St Interceptor Cleaning Project**
Change Order #1 – Rodent Control Plan

Dear Mr. Pocci:

Please see review the below change order request for necessary work which has been completed or will be completed in order to complete the project which was not in the original contract. We respectfully request the approval of the change order by NHSA.

Item of Change:

On July 26th 2022, after the contract had started, the City of Hoboken Engineer's office announced that as part of the road opening permit approval, a new requirement for rodent control was necessary for permit approval.

Justification:

A rodent control plan was not part of our original price proposal and necessitated hiring a rodent control subcontractor to implement a plan for rodent baiting stations all along the work route with regular maintenance. The contractor was ordered to accomplish the work immediately in order to keep the schedule for completing Willow Ave before the school's opening.

Scope of Work:

- 1) Poison baiting or trapping so that the site and nearby public areas are rodent free prior to demolition / construction
- 2) Installation of monitoring (bait/trap) stations at the site perimeter as well as storage locations. Catch basins in bordering streets will be inspected and baited if necessary
- 3) The pest control operator shall be onsite weekly to inspect for sanitation conditions and rodent activity
- 4) Inspection and baiting records shall be maintained and with a submitted copy to the RE for the site and surrounding areas

Estimated Cost:

Since the task is performed and invoiced on a weekly basis the change order contract will be a unit price per week where the PCO visited the site and performed his services.

Weekly Subcontract demolition/construction Cost: \$1812.63

5% Profit: \$ 90.63

Weekly Unit Cost: \$1,903.26

Estimated Original Contract Work Schedule: 12 Weeks

Estimated Total Cost: \$22,839.12

New Jersey Office
1806 Newark Turnpike
Kearny, NJ 07032
P: 973.483.3200
F: 973.483.5065
Email: office@nwmcc.com

New York Office
928 Broadway
Utica, NY 13501
P: 315.624.9520
F: 315.624.9523
Email: boston@nwmcc.com

Boston Office
25 Marshall St
Canton, MA 02021
P: 781.828.0863
F: 781.828.2473
Email: boston@nwmcc.com

Connecticut Office
1000 (Rear) Elm St
Rocky Hill, CT 06067
P: 860.793.2808
Email: boston@nwmcc.com

Cost Offset:

It is estimated that the cost for this change order will be offset by the Allowance for Utility Relocation item in the contract which is a lump sum allowance of \$100,000 and is not expected to be used after most test pits are done. Given this line-item transfer, the project would remain within the original budget.

Approval:

This Change order is respectfully submitted for approval by NHSA for payment under the contract invoices and is a fair and accurate cost for the work incurred.

Change Order Request submitted by: Rajesh Kadachha - National Water Main

Signature:



Change Order Request verified by: Patrick Ronan – Dewberry Engineering

Signature:



Change Order approved by: Fred Pocci – North Hudson Sewerage Authority

Signature:

Attachments:

- 1) Signed Subcontractor agreement

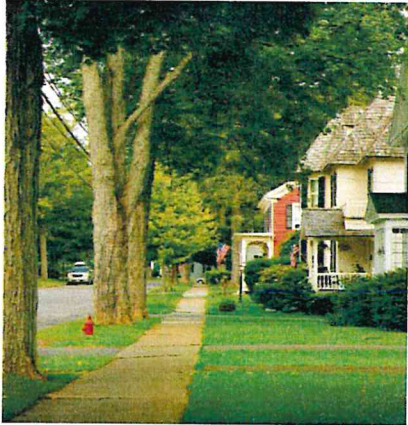


Service Agreement

729 32nd Street, Union City, NJ 07087 ~ Tel. (201) 865-7799 ~ Fax 201-348-4015

729 32nd street, Union City, NJ 07087
Tel. 201-865-7799
Fax: 201-348-4015
www.paramountexterminating.com

CRS Contractors, Inc.
315 Route 34
Colts Neck, NJ 07722
jsalgado@crscontractorsinc.com



Proposal Date:
08/09/2022

Prepared By:
Eric Machel

License No.
90126A





Service Agreement

729 32nd Street, Union City, NJ 07087 ~ Tel. (201) 865-7799 ~ Fax 201-348-4015

Date: 08/09/2022

Service Location:

CRS Contractors, Inc.

Billing Info (If Different):

315 Route 34
Colts Neck, NJ 07722
jsalgado@crscontractorsinc.com

Proposal

Property Description	11th Street between Monroe Street and Hudson Street
Target Pest (s)	Rats & Mice
Special Instructions / Equipment	Bait Stations/Sewer Baiting Controls

<input type="checkbox"/> Sign-Up Sheet	<input type="checkbox"/> Reminder Posting	<input type="checkbox"/> Consumer Info Sheet	<input type="checkbox"/> Service Logbook
<input type="checkbox"/> Other:			

SCOPE OF WORK

Initial Service:

Installation of rodent control devices at the site perimeter and trailer/storage locations in the area of 11th Street between Monroe Street and Hudson Street. Installation of baiting devices inside of catch basins of bordering streets.

Routine Maintenance:

Weekly baiting of bordering street catch basins and monitoring of sewer and perimeter rodent control devices within and surrounding the area of 11th Street between Monroe Street and Hudson Street.

SERVICE FREQUENCY

Weekly

CONTRACT PERIOD

To be determined

DOCUMENTATION & COMMUNICATION

A report indicating areas serviced, materials used, pest activity found, structural and /or sanitation recommendations will be furnished on each service performed.



Service Agreement

729 32nd Street, Union City, NJ 07087 ~ Tel. (201) 865-7799 ~ Fax 201-348-4015

Acceptance

Service Cost:		
Description	Price	Payment Method
Maintenance Service Charge	\$ 1,700.00	Cash/Credit/Check/MO TC: MC:
Sales Tax	\$ 112.63	
Maintenance Total (per <u>Week</u>)	\$ 1,812.63	

Applicable NJ Sales tax is applied, unless a tax-exempt form is submitted to our office prior to invoicing.

Please Sign Below to Accept:

Paramount Exterminating Authorization

Customer Authorization:

Eric Machel

SIGNATURE

Signature

Eric Machel

NAME

Print Name

Service Advisor

TITLE

Title

Date



TERMS & CONDITIONS

Terms: Net 30 Days

Materials: Paramount agrees to provide the service and materials to control the above referenced pests in accordance with the attached terms and conditions of this service agreement. All labor and materials will be furnished to provide the most efficient form of control and maximum safety required by federal, state and city regulations. The Customer understands that all the control devices (traps, bait stations, etc.) are and will remain the property of Paramount Exterminating. If any of the devices are repeatedly destroyed or damaged by Customer, or Customer's licensees or agents, Paramount Exterminating may require customer to pay the costs of replacement of damaged devices. Upon the expiration or termination of the agreement, Paramount Exterminating or its authorized representatives are authorized by customer to retrieve all devices from Customer's premises. Purchaser is aware that Paramount Exterminating will conduct a thorough physical inspection of the premises for evidence of infestation by pests outlined above and will provide treatment for the control of the outlined pests as determined appropriate by Paramount Exterminating. Purchaser is aware that Paramount Exterminating will apply pest control products in strict accordance with the directions of the manufacturers of the products and the pesticide label. Purchaser is aware that Paramount Exterminating will provide service and materials for target pests in areas outlined in this agreement. All labor and materials will be furnished to provide the most efficient control and maximum safety required by federal, state and city regulations. Purchaser is aware that Paramount Exterminating will apply treatment, as it deems appropriate, to all potential pest harbor areas within the contracted areas of the structure.

Your Cooperation: Your cooperation is important to ensure the most effective results from Paramount Exterminating's service. Conditions conducive to the breeding and harborage of pests covered by this agreement are reported in writing by Paramount Exterminating, and are not corrected by you may cause unsatisfactory results. If the conditions noted by Paramount Exterminating are not corrected as required, all guarantees in this agreement shall automatically terminate and be cancelled until the conditions are corrected. Further additional treatments in areas such conditions that are not corrected as required shall be paid by the customer as an extras service charge. Purchaser is aware that sanitation and customer cooperation can play a significant role in achieving effective pest control. A property must be properly maintained and sanitary, as it is essential for effective treatment. Failure to comply with frequency of visits, preparation instructions, and/or sanitary or preventative recommendations may void any offered guarantee. Additional treatments may be necessary for heavy or severe infestations. Purchaser is aware of and has been provided preparation instructions by Paramount Exterminating to be given to all residents receiving any treatment prior to the treatment being performed and with enough time to successfully complete the requested preparation instructions. It is the responsibility of the Purchaser to provide this information to the residents in a timely manner and in a language of their understanding.

Insurance: Paramount Exterminating will furnish a certificate of insurance upon request. Notice of Claims: Any claims under this agreement must be made immediately in writing to our office. Non-Payment Default: In case of non-payment or default by the Purchaser, Paramount Exterminating has the right to terminate this agreement and reasonable attorney's fees and costs of collection shall be paid by the purchaser. Postponing or cancelling a service call: Purchaser agrees to ensure that the work location will be made available for service on scheduled service days/times. Purchaser must provide advanced notice of at least 48 hours if a service day/time must be rescheduled. If cancellation or rescheduling occurs within 48 hours of the agreed service date/time, or in the event Paramount Exterminating is denied access to the interior of the structure due to lack of preparation or inaccessibility to the area(s) to be treated, Paramount Exterminating will not provide treatment, and Purchaser agrees to a fee of \$35.00 (+tax) per unit/per treatment that will be charged to cover a portion of the scheduled lost work time. Liability: Paramount Exterminating is not responsible for any injury, disease, illness or allergy caused by bites, stings or other contamination of target pests or any other pests not listed. Paramount Exterminating's representatives are not medically trained to diagnose illnesses or diseases. Please consult your physician for any medical diagnosis. Paramount Exterminating will not be held liable for harm or potential danger caused by misuse of or tampering with pesticides, rodenticides, traps, or any other form of control placed by Paramount Exterminating by the customer. Paramount Exterminating will not be held liable for harm, injury, disease, illness or allergy caused by reentering treated areas prior to the posted reentry time. Pesticide Sensitivity: If the customer or occupant of the structure to be treated believes they are, or may be, sensitive to pesticides, or their odors, or if the customer or other occupants have consulted with a medical doctor or other health care provider regarding such sensitivity, customer must notify Paramount Exterminating in writing, at least 7 business days prior to the treatment date. Paramount Exterminating reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents customer assumption of risk and waives any claims against Paramount Exterminating and connection with such sensitivity. Notification can be sent to Paramount Exterminating Co. 729 32nd Street, Union City, NJ 07087.

Maintenance Frequency: Maintenance frequency (if applicable) must be performed according to the agreed plan. Skipping services can result in an additional service fee and cause undesirable results. The following are time frames for the most common maintenance programs available.

- Weekly Maintenance (1 service Week / Service must be performed within 7 Days of the last service)
- Bi-weekly Maintenance (2 services each month / Service must be performed within 8-14 Days of last service)
- Monthly maintenance (1 service each Month / Service must be performed within 15-30 days of last service)
- Bi-monthly Maintenance (1 service every other Months / Service must be performed within 31-60 Days of last service)

Paramount Exterminating guarantees to provide the materials and service with the intention of achieving 100% control. Paramount Exterminating cannot guarantee control of pests coming from an untreated, attached or adjacent structure or from new pests from being introduced to the structure. Depending on the severity of the infestation and treatment accessibility, it is imperative to provide a minimum of at least one follow up treatment to achieve satisfactory control. If an active problem exists, follow-up treatments must be performed in intervals of 2 to 3 weeks. High infestation levels may require additional treatments.

Damages/Repairs: This contract provides for the treatment of a structure, but does not provide for repair of damages caused by pests or by the materials applied. It is understood that certain materials, such as but not limited to enzymes, chemicals, alcohols, powder, steam, pesticides, and other soluble or concentrated solutions may be used to effectively eliminate said pest (s) or pest problem. Payments: Purchaser will submit full payment to Paramount Exterminating for each service rendered upon its completion, unless alternate arrangements have been made in advance with Paramount Exterminating. Paramount Exterminating accepts credit cards, cash, money order and certified checks as payment options. Paramount Exterminating does not accept personal checks, unless paid and cleared prior to the scheduled date of service. In the case of non-payment by the Purchaser, the Purchaser shall pay reasonable attorney fees and cost of collection, whether suit is filed or not.

The following information is being given to you in conjunction with the New Jersey Department of Environmental Protection Regulation 7:30-9.10. It is designed to inform you of important information concerning safety and treatment using pesticides. Pesticides are substances used to control living organisms and vary in degree of toxicity. Pesticides may be part of a good pest control program. Sanitation as well as physical and biological control measures should be considered as another part of a good pest control program. Parties interested in general health information may contact the New Jersey Department of Health at (609) 633-2043. For emergency situations, contact the NJ Poison Information Systems at (800) 222-1222. A copy of the label of pesticides used can be requested by contacting Paramount Exterminating/ North Jersey Exterminating/County Wide Exterminating at (201) 865-7799.

Initial JS

Date 3/9/22