



Yolanda Koon <ykoon@twpunionschools.org>

RE: Change Order for HVAC Clean Energy (TUPS)

1 message

Isabella Scocozza <iscocozza@twpunionschools.org>

Thu, May 8, 2025 at 12:29 PM

To: "Horvath, Geoff" <GHorvath@trccompanies.com>, "MacCammon, Lilliana" <LMacCammon@trccompanies.com>

Cc: Yolanda Koon <ykoon@twpunionschools.org>

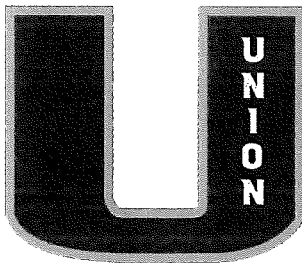
Good Afternoon

I wanted to include the two pieces of documentation that was given to us from EI based on the pending change order to the HVAC Clean Energy reimbursement for the Hannah Caldwell Elementary School (Township of Union Public Schools). If you need further information can you please let me know and I will reach out to the company. Thank you

Isabella

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ISABELLA SCOCOZZA



IT'S ALL ABOUT U

Director of Instruction and Funded Programs

Affirmative Action Officer

NJAFPA Board Secretary

Township of Union Public Schools

✉ iscocozza@twpunionschools.org

📍 855 Lehigh Avenue
Union, NJ 07083

📞 (908) 851-6553

🌐 <https://www.twpunionschools.org>

2 attachments

📎 **Change Order 1.pdf**
149K

📎 **Change Order 2.pdf**
204K

EI ASSOCIATES

8 Ridgedale Avenue, Cedar Knolls, New Jersey 07927 • 973-775-7777 (phone) • 973-775-7770 (fax)

FORM NO. 213

DATE ISSUED:

DATE: 4-4-2025

DESIGN CHANGE NOTICE NO – 01
BOE Purchase Order Number – 24-00320

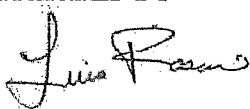
CLIENT: Township of Union Public Schools
PROJECT NO: ES9571.02 SSB_VEEVR Program-HVAC systems Upgrade-Hannah Caldwell ES
ATTN: Ms. Marissa McKenzie – Assistant Superintendent

A CHANGE IN SCOPE OF DESIGN FOR THIS PROJECT HAS OCCURRED AS FOLLOWS:

1. Due to the need of multiple turn page meetings with multiple coop vendors the following are additional services beyond the proposed contract:
 - Three coop vendors incurred 5 page turn meetings with EI
 - Additional efforts to acquire a valid capable vendor. This was a concentrated effort by EI staff and our consultants to locate possible coop vendors as required.
 - Multiple reviews and directions for Kelin Heating
 - Multiple clarifications of grant requirements to Kelin Heating and their subs.
 - Additional time and effort to give D&B direction to complete this project per SSB grant requirements.
 - The district and contractor (D&B) has set Monday April 7th for EI to receive TAB report for our review and approval.
 - Anticipated comments and corrections needed per Grant requirements and revised TAB report review. Approx. 2 weeks.
 - Anticipated completion date of April 21st
2. Based on these challenges, EI respectfully submits this design change notice for the district's review / approval.

EFFECT ON PROJECT SCHEDULE:	EFFECT ON DESIGN FEE:	
NA	<u>FEE \$</u>	<u>+ OOP's \$</u>
	Previous Fee:	\$52,040.00 +
	This Change:	\$41,640.00 +
	Current Fee:	<u>\$93,680.00</u> +

AUTHORIZATION:
PREPARED BY



Luis Rosario CEFM Senior Project Manager

APPROVED BY

Marissa McKenzie – Assistant Superintendent



Greg Santos | *Service Sales Engineer*
D&B Service Group LLC | www.dbnj.com
2 Clerico Ln. Suite 210 | Hillsborough, NJ 08844
M: 908-935-7653 | O: 908-359-6545

Proposal

To: Township of Union Public Schools
2369 Morris Ave.
Union, NJ

April 23, 2025

Job Site: Hannah Caldwell Elementary School
1120 Commerce Ave.
Union, NJ

Page: 1 of 5

Proposal #: Q31452.K16.8PM.35A

D&B will provide prevailing wage labor and material for the following work to address ex post facto items from EI Associates' report dated 1/13/2025:

Item 9 – Pump Vibration Isolation

- Shut down and safe off four (4) pump packages
- Re-pipe with vibration isolation as retroactively requested
- Re-insulate as required

Item 17 – Hot Water Pipe Air Vents

- Shut down and safe off hot water piping system
- Install air vents as noted
- Reinsulate as required

Item 19 – Ductwork Modifications / Electric Duct Heater

- Shut down and safe off affected units
- Fabricate sheetmetal ductwork as required for engineer-directed modifications
- Install newly fabricated sheetmetal ductwork in space as noted by engineer request

Our price for the above is \$ 22,995.00 (twenty two thousand nine hundred ninety five dollars)

Exclusions: Premium time labor, co-op fees, and any items not explicitly included in the above noted scope

Greg Santos | **Service Sales Engineer**
D&B Service Group LLC | www.dbnj.com
2 Clerico Ln. Suite 210 | Hillsborough, NJ 08844
M: 908-935-7653 | O: 908-359-6545 | gsantos@dbbs.com

TERMS & CONDITIONS.

- 1. This Standard Service Proposal or Maintenance Agreement (both hereinafter referred to as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by D&B Service Group LLC (DBSG). Further, Customer acknowledges and agrees that any purchase order issued by Customer in accordance with this Agreement will only establish payment authority for Customer's internal accounting purposes. Any such purchase order will not be considered by DBSG to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of DBSG.**
- 2. This Agreement is subject to acceptance by the Customer within thirty (30) calendar days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Agreement. If acceptance of this Agreement is delayed or modified, prices are subject to adjustment.**
- 3. Terms of payment are subject at all times to prior approval of DBSG's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, DBSG may stop all work under this Agreement or terminate this Agreement with five (5) business days written notice to Customer. DBSG reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by DBSG including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.**
- 4. In the event that DBSG determines, during the first thirty (30) calendar days of any Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, DBSG shall inform Customer of the equipment condition and remedy. DBSG shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment, until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this Agreement.**
- 5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) calendar days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.**
- 6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) calendar days prior to the anniversary date; (ii) by DBSG upon five (5) business days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without DBSG's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by**

DBSG, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.

7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay DBSG, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which DBSG is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, DBSG may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, DBSG shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay DBSG any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside
11. Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless DBSG and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. DBSG shall have the right to suspend its work at no penalty to DBSG until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. DBSG reserves the right to engage others in a subcontractor status to perform the work hereunder.
12. Customer agrees to provide DBSG personnel with the required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. DBSG shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of DBSG.
13. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the

Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of DBSG.

14. In the event that DBSG is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond DBSG's control, Customer shall pay DBSG for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established DBSG rates for performing such services.
15. DBSG shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of DBSG, DBSG shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
16. DBSG shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of DBSG. In no event will DBSG's liability for direct or compensatory damages exceed the payment received by DBSG from Customer under the Agreement.
17. DBSG extends the manufacturers' warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) calendar days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. DBSG expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific services performed by DBSG. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.**
18. DBSG and Customer agree that they are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of their employees or employees of their subcontractors. If any of their employees or those of their subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. DBSG and Customer each agree to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
19. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of New Jersey.