

AGENDA

REGULAR MEETING ON NOVEMBER 16, 2023

3:00 P.M. AT OAKDALE, NEW YORK

Zoom Information - Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87609386369>

Or One tap mobile :

+16468769923,,87609386369# US (New York); +16469313860,,87609386369# US

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Dial(for higher quality, dial a number based on your current location):

+1 646 931 3860 US

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Webinar ID: 876 0938 6369

PUBLIC COMMENT

PRESENTATION

Hydraulic Model – Dan Penza

MINUTES FOR APPROVAL

1. Regular Meeting – October 19, 2023

CONTRACTS – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT

Items 2a through 2b on agenda approved with one resolution on motion made by _____, duly seconded by _____, and unanimously carried.

- 2a. Contract 7911B – replacement of concrete and bituminous patches, concrete curb and concrete sidewalk restoration on state, county, town and village highways (Group II) during the one-year period beginning March 1, 2024 - extend with New York Paving Inc.
- 2b. Contract 7912 – maintenance of heating, ventilation and air conditioning equipment at water quality laboratory- Hauppauge and Administration Building, Oakdale during the one-year period beginning February 1, 2024 - extend with Commercial Instrumentation Services.

CONTRACTS – RESCIND AWARD

- 3a. Contract 7976B – rescinding the contract awarded to Central Islip Plumbing for the furnishing and delivering plumbing valves, fittings, pipe and associated supplies during the one-year period beginning October 1, 2023.

CONTRACTS – AWARD/REJECT

- 3b. Contract 7997 – construction of two chemical treatment and control buildings at Bull Path and Alvah’s Lane (Towns of East Hampton and Southold).
- 3d. Contract 8002 – replacement of topsoil and grass seeding on state, county, town, and village highways (Groups I & II) during the one-year period beginning March 1, 2024.
- 3e. Contract 8004 – electric motor repair- Zone B- during the one-year period beginning March 1, 2024.
- 3f. Contract 8007 – construction of a 20” X 10”- diameter well (No. 1A) approximately 800 feet deep, to be located at North Country Road well field, Miller Place, Town of Brookhaven, NY.

GENERAL

4. Banking

- 4a. J.P. Morgan Chase
Authorize the Finance Department to open one new account with J.P. Morgan Chase (“JPMC”) for direct debit billing purposes and to utilize an existing JPMC account for direct deposit payroll.

5. Equipment

- 5a. Field Operator Trucks
Accept the quote of Otis Ford Inc., of Quogue, NY to purchase nine (9) Ford F-350 regular cab 4x4 DRW trucks with fiberglass utility bodies and plows at a price of \$96,859.96 per unit.
- 5b. High Vacuum Sterilizer
Accept the quote of Buxton USA, of Lindenhurst, NY to furnish, deliver, and install a high vacuum sterilizer required for the new sample receiving area in the Hauppauge Laboratory at a price of \$53,850.
- 5c. Glassware Washer
Accept the quote of Fisher Scientific, of Bohemia, NY to furnish, deliver and install a replacement glassware washer in the Hauppauge Laboratory at a price of \$8,876.
- 5d. Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP OES) Maintenance Services
Accept the quote of Agilent Technologies, of Santa Clara, CA for the purchase of a Preventive Maintenance Services contract for three-years maintenance and preventative services for the ICP OES at a price of \$27,571.
- 5e. Product Demo Agreement with Promochrom Technologies
Enter into a product demo agreement for thirty-days with Promochrom Technologies, of Richmond, BC Canada, to try one SPE-03 automated solid phase extraction unit.

- 5f. RCA – Not Screened
Accept the quote of Laser Industries Inc., of Ridge, NY for the purchase of RCA-Not Screened at the price of \$30,000.
- 5g. Kubota B26TLB Tractor Loader Backhoes and Caterpillar 302.7 Mini-Excavators
 - 1. Accept the quote of Malvese Equipment Co., of Riverhead, NY for the purchase of eight (8) Kubota B26TLB Tractor Loader Backhoes at a price of \$44,873.29 per unit.
 - 2. Accept the quote of H.O. Penn Machinery Co. Inc., of Bronx, NY for the purchase of two (2) Caterpillar 302.7 Mini-Excavators at the price of \$54,955 per unit.
- 5h. HVAC Upgrades
Accept the quote of DVM Industries, of Queens, NY for the evaluation and planning of HVAC upgrades to the Production Control building at the price of \$18,000.
- 5i. Maintenance Agreement for SAP Software
Accept the renewal of the maintenance agreement with SAP Industries, Inc. of Newtown Square, PA for all two hundred and eighty-five (285) licenses during a one-year period at the price of \$459,447.78.
- 5j. “InfoWater” Hydraulic Model
Accept the renewal of the annual license and support agreement with TD Synnex, of Fremont, CA for the *InfoWater* software during a one-year period at the price of \$10,215.92.

6. Special Services

Participate in Pilot Study with APT Water for an Alternative AOP System for Treatment of 1,4 Dioxane (1,4D) at Commercial Blvd, Central Islip
Authorize an on-site pilot at the Commercial Blvd. pump station to identify the applicability of the peroxone AOP system to SCWA’s need for treatment of 1,4D with APT operating their system with oversight by SCWA engineers and testing and analysis performed by SCWA’s laboratory. The in-kind contribution from SCWA is \$62,434.00.

INVOICES - To be paid from the Operating Fund:

7a. <u>American Water Works Association</u>	\$25,431.00
7b. <u>Bond, Schoeneck & King, PLLC</u>	\$16,840.00
7c. <u>CorrTech</u>	\$15,675.00
7d. <u>Dvirka & Bartilucci</u>	\$19,541.25

NEXT MEETING – Scheduled for Thursday, December 28, 2023 at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

EXECUTIVE SESSION

Regular Board Meeting
Suffolk County Water Authority
October 19, 2023 at 3:00 p.m.
4060 Sunrise Highway, Oakdale
and Virtually via Zoom

Attendance

Present:

Members: Charles Lefkowitz, Chairman
Tim Bishop, Secretary
Elizabeth Mercado, Member
Jacqueline Gordon, Member
John M. Porchia, Member
Jeffrey W. Szabo, Chief Executive Officer

The meeting was attended by Counsels B. Malik and J. Milazzo; and was also attended by Messrs. Blevins, Bova, Brady, Cecchetto, Derenze, Dubois, Fuller, Galante, Given, Huber, Kleinman, Kilcommons, Litka, Niebling, O'Connell, Pokorny, Rae, Schneider, SeEVERS, Wahl and Warner; and Mmes. Berberich, Bonilla, Cameron, Cetta, Hannan, Mancuso, Pfeuffer, and Spaulding.

Chairman Lefkowitz called the meeting to order at 3:00 p.m. At 3:01 p.m, on a motion by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(435-10-2023) RESOLVED, That the Members go into executive session to discuss litigation and personnel matters, and reenter

At 5:08 p.m Chairman Lefkowitz called the meeting back into public session.

(436-10-2023) Mr. Lefkowitz presented the minutes of the regular board meeting of September 28, 2023, and on motion made by Mr. Bishop, duly seconded by Ms. Mercado the minutes of the regular board meeting on September 28, 2023 were unanimously approved.

Mr. Szabo presented the contracts to be considered for extensions. Items 2a through 2j were approved on consent with a resolution motioned by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried.

(437-10-2023) RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7737B to furnish and deliver complete hydrants, hydrant tops and parts with Mueller Co.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7820 for drilling of wells and test borings (Zone A) with Delta Well & Pump Co, Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7829 for establishment of turf at various Authority-owned properties with Ironwood Industries.

RESOLVED, To extend for a one-year period beginning February 1, 2024, Contract 7905 to furnish and deliver meter box covers with General Foundries.

RESOLVED, To extend for a one-year period beginning February 1, 2024, Contract 7909A for general construction of water mains, large services and appurtenances (Group I) with Roadwork Construction Corp.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7910C for replacement of asphalt and bituminous shoulders on state, county, town highways (Group III) with LLL Industries Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7911A for replacement of concrete and bituminous patches, concrete curb and concrete sidewalk restoration on state, county, town highways (Group I) with Rosemar Contracting Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7919 for cleaning services for SCWA buildings with Professional Cleaning People, Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7926 to furnish and deliver service boxes with General Foundries Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7931 for furnishing, delivery and erection of new chain link fence and miscellaneous work with Residential Fences Corp., Inc.

Mr. Szabo then referred to Contracts 7988 and 8003, he recommended that they be awarded or rejected in accordance with the letters of recommendation.

On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(438-10-2023) RESOLVED, That the bid under Contract 7988 for for painting, maintenance, and minor repair of elevated tanks, standpipes, reservoirs, and pressure vessels for a period of one-year beginning September 1, 2023 submitted by Alpine Painting and Sandblasting of Paterson, NJ be rejected as not meeting contract specifications; and be it

FURTHER RESOLVED, That the bid under Contract 7988 submitted by JPI Painting, Inc of Lowellville, OH, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Four Hundred and Twenty-one Thousand and Five Hundred Dollars (\$421,500), be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(439-10-2023) RESOLVED, That the bid under Contract 8003 for the installation of new private water service lines and service taps (Groups I & II) in designated areas of Manorville within the Town of Brookhaven during the one-year period beginning December 1, 2023, submitted by Bancker Construction Corp. of Islip, NY, on a unit price basis as stipulated in the bidder's proposal

and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of One Million Two Hundred and Forty-eight Thousand Nine Hundred and Twenty Dollars (\$1,248,920), be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

Mr. Szabo then referenced a memo from the Chief Financial Officer regarding an Authority bank account. On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(440-10-2023) RESOLVED, To authorize Christopher Cecchetto (CFO) and Stephanie Hannan (Accounting Manager) as authorized signors for all bank accounts at First National Bank of Long Island (“FNBLI”), and be it

FURTHER RESOLVED, to authorize closing all accounts at FNBLI.

Mr. Szabo then referenced a memo from Chief Engineer Timothy Kilcommons regarding upgrading two existing wells. On motion made by Mr. Bishop, duly seconded by Mr. Porchia, the following resolution was unanimously carried,

(441-10-2023) RESOLVED, To increase the authorized capacity of Wells Nos. 1 and 2 each from 650-GPM to 1,000-GPM at the Deerfield Road Well Field, 2.45-acre site located E/S/O Deerfield Road, approximately 100 feet south of Deerwood Path, Noyac, Town of Southampton; to equip each well with one (1) electrically-driven, deep well turbine pump, motor, piping, electrical controls and miscellaneous appurtenances; and be it

FURTHER RESOLVED, that application be made to the Department of Environmental Conservation of the State of New York and that said application may be executed by any Member of the Authority, its Chief Executive Officer, or its Engineer.

Mr. Szabo then discussed a memo seeking the purchase of nine fuel level transmitters. On motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(442-10-2023) RESOLVED, To accept the quote of Walters West End Supply of Lindenhurst, NY to furnish and deliver nine (9) fuel level transmitters for remote monitoring of diesel fuel tank levels at pump station generators at a price of \$2,450 per unit.

Mr. Szabo then moved onto a discussion of special services. On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(443-10-2023) RESOLVED, To accept proposal under RFP 1613 of IntelliShift of Commack, NY to enter into an agreement to provide an automated vehicle location and monitoring system (AVLM) during the 3-year period beginning January 1, 2024 at a cost of Two Hundred Fifty-six Thousand Two Hundred and Thirty Dollars (\$256,230); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

On motion made by Mr. Bishop, duly seconded by Mr. Porchia and unanimously carried, it was

(444-10-2023) RESOLVED, To authorize payment of change order #5 with EIPUSE America Inc. covering extension of the SAP Success Factors project and services rendered through October 31, 2023, in the amount of Four Hundred and Twenty-three thousand Three Hundred and Fifty-one Dollars (\$423,351).

On a motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(445-10-2023) RESOLVED, To authorize extension of RFP 1507 under Amendment No. 3 for printing imaging mailing and electronic bill presentment and payment of billing statements with KUBRA Data Transfer Ltd. for a 3-year period beginning December 1, 2023, in the estimated annual amount of One Million Fifty-one Thousand Two Hundred and Sixty-four Dollars (\$1,051,264) (holding current service rates - this cost includes postage and credit card fees); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

On a motion made by Mr. Porchia, duly seconded by Ms. Mercado and unanimously carried, it was

(446-10-2023) RESOLVED, To accept lowest quote received from ASCO Power Services Inc of Florham Park, NJ to perform repairs of Automatic Transfer Switches (ATS) at Country Club Drive and Woodchuck Hollow Road, in the amount of Eleven Thousand Two Hundred and Ninety Dollars and Twenty-six Cents (\$11,290.26).

Ms. Mancuso explained to the Members the decision to change dental insurance providers. After further discussion of the benefits, on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(447-10-2023) RESOLVED, To authorize entering into an agreement with MetLife to provide dental insurance to employees and retirees for a one-year period beginning January 1, 2024 with an option to extend for a second year, at an estimated annual cost of Nine Hundred Fifty-eight Thousand Seven Hundred and Twenty-eight Dollars and Seventy-two Cents (\$958,728.72), and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

Mr. Szabo presented several items for consideration relating to meetings, training and seminar attendance. On motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(448-10-2023) RESOLVED, To authorize the attendance of Jeffrey Szabo at the AMWA Executive Management Conference in San Diego, CA from October 20 through October 24, 2023 at an estimated total cost of Two Thousand Eight Hundred and Eighty-one Dollars and Forty Cents (\$2,881.40).

Member Gordon inquired into whether those employees that attend certain trainings can then use the knowledge learned to train their fellow employees as a cost savings measure. Mr. Szabo responded that employees are required to complete a report after attending a conference and a question regarding how the employee will share the information learned is included .

On a motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(449-10-2023) RESOLVED, To authorize Patrick Fields and Keath Otis to attend virtual training on SAP BC401-ABAP Objects from November 27, 2023 through December 1, 2023 at a total cost for two (2) of Eight Thousand Six Hundred and Seventy Dollars (\$8,670).

On a motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was;

(450-09-2023) RESOLVED, To authorize Ron Kulman and Alex Behrhof to attend virtual training on SAP BC401-ABAP Objects from January 29, 2024 through February 2, 2024 at a total cost for two (2) of Eight Thousand Six Hundred and Seventy Dollars (\$8,670).

Mr. Szabo discussed the South River Road Water Main extension. On motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(451-10-2023) WHEREAS, the Suffolk County Department of Health Services has designated certain areas of Calverton as a priority area due to the groundwater contamination, and

WHEREAS, approximately 98 premises in the area consume water produced by groundwater wells, and

WHEREAS, SCWA has been awarded a \$1.85 million grant by the New York State Environmental Facilities Corporation under the Bipartisan Infrastructure Law to offset the cost of an extension of SCWA's public water treatment and distribution system to provide access to approximately 98 premises in the Calverton community to SCWA's system, and

WHEREAS, SCWA has reviewed the project under the New York State Environmental Quality Review Act and its implementing regulations and determines that the project is a Type II activity because it is the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list, and

WHEREAS, SCWA has submitted the project for review to the New York State Office of Historic Preservation for a determination whether the project would adversely impact any state or national listed historic or pre-historic resources and SHPO by letter dated 10/16/2023 has determined that the project will not impact such resources, and

WHEREAS, SCWA is committed to funding the construction of the project using existing funds or bond funds as deemed most fiscally appropriate by SCWA's CFO, and

WHEREAS, SCWA wishes to delegate to its CEO authorization to sign and execute any document or instrument required by the EFC to apply for or effect the grant, now therefore be it

RESOLVED, SCWA declares the extension of its system to provide access to public water to 98 premises in the Suffolk County Department of Health Services priority area in the Calverton community is a Type II action because it is the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on the Type II list, and be it further

RESOLVED, SCWA, declares that existing funds or bond proceeds will be used to pay for the extension, and be it further

RESOLVED, that the Authority's Chief Executive Officer is authorized to execute EFC Grant Agreements associated with the SCWA EFC Grant for the extension of its public water treatment and distribution system to provide access to public water to 98 premises in the Suffolk County Department of Health Services priority area in the Calverton community and all other contracts, documents, and instruments necessary to effect the SCWA EFC South River Road Water Main Extension Grant Project and to fulfill Suffolk County Water Authority's obligations under the grant agreements associated with the SCWA EFC South River Road Water Main Extension Grant Project.

Mr. Szabo led a discussion on the Water Authority of North Shore (WANS). On motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(452-10-2023) RESOLVED, To authorize CEO to provide written notice to WANS of intent to terminate cooperative agreement effective upon 90th day after delivery of notice.

Member Gordon asked Mr. Pokorny to explain his request with regard to Shelter Island service line leaks. After answering several questions from Members, a motion was made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(453-10-2023) RESOLVED, To authorize a 30-day grace period for customers on Shelter Island with service line leaks to obtain repairs; if repairs are not made within 30-days the customers will be responsible for entire wasted water amount.

The Members then reviewed the invoices for payment. On a motion made by Ms. Mercado, duly seconded by Mr. Porchia and unanimously carried, it was;

(454-10-2023) RESOLVED, To approve the following invoices be paid from the Operating Fund:

Dvirka & Bartilucci	\$37,048.25
Helsin, Rothenberg, Farley & Mesiti	\$301.03
Miller Makris Plousadia & Seiden	\$1,590.00

At 5:37 p.m., on a motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(455-10-2023) RESOLVED, That the members enter into Executive Session for the purpose of discussing personnel matters. The members will not return to public session.

On motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(456-10-2023) RESOLVED, To confirm the termination of employment of Philip Malone, General Utility A.

On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was;

(457-10-2023) RESOLVED, To employ Nicholas Calabrese of Sayville, NY in the position of Field Operator at an hourly rate of \$43.41; to be effective upon successful completion of pre-employment physical and background check.

On motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was;

(458-10-2023) RESOLVED, To employ Emily Lodono of West Babylon, NY in the position of Bilingual Supervisor- Trainee at an annual salary of \$72,300.; to be effective upon successful completion of pre-employment physical and background check.

On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was;

(459-10-2023) RESOLVED, To transfer Douglas Wadsworth of Medford, NY from Call Center Supervisor to Production Control Administrator with a 40-hour work week at an annual salary of \$82,000.

On motion made by Ms. Gordon, duly seconded by Mr. Porchia, and unanimously carried, it was;

(460-10-2023) WHEREAS, the Authority filed suit arising out of contamination of its water sources with 1,4-dioxane in November, 2017 against five defendant corporations: The Dow Chemical Company, Ferro Corporation, Vulcan Materials Company, and Procter & Gamble Company (P&G) and Shell Oil Company, individually and doing business as Shell Chemical LP (Shell); and

WHEREAS, the Authority, P&G and Shell wish to settle the Authority's claims against P&G and Shell; now, therefore, be it

RESOLVED, That the Authority elects to settle its claims against P&G and Shell; and be it

RESOLVED, that the Authority authorizes its outside counsel, Sher Edling LLP and Hausfeld LLP, to take all action necessary to effectuate the Authority's settlement with P&G and Shell, and receipt of funds from the settlement with P&G and Shell, on terms recommended by outside counsel and approved by the Authority.

The next meeting of the board members was scheduled for November 16, 2023 at 3:00 p.m. As there was no further business to be considered, on motion made by Mr. Bishop and duly seconded by Mr. Porchia, the meeting was adjourned at 6:03 p.m.

Timothy Bishop
Secretary

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 9, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7911B - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways - Group II
March 1, 2024 to February 28, 2025
EXTEND: New York Paving Inc., 1 Year

New York Paving Inc., by way of the attached letter, has agreed to extend the subject contract for a second year, representing the first of two (2) possible one-year extensions.

Original contract award for Group II, January 2023, was to New York Paving Inc, in the amount of \$3,152,969. As of October 25, 2023, New York Paving Inc. has been paid a total of \$1,365,559 under this contract.

New York Paving Inc. currently holds no other Authority contracts.

New York Paving Inc.'s performance on the above referenced contract is satisfactory.

Construction Maintenance recommends granting the one-year contract extension to New York Paving Inc.

Reviewed by:

J. Pokorny, Deputy, CEO Operations
B. Warner, Director of Construction Maintenance

J
Z

Purchasing Clerk: C. Congiusta
Purchasing Manager: J. Deubel

Attachment: 1 Memo



Office of Financial Services
Purchasing Department

P.O. Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

September 13, 2023

New York Paving, Inc.
161 Sweet Hollow Road
Old Bethpage, NY 11804

Re: Contract No. 7911B – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways. March 1, 2023 through February 29, 2024.

Extension of Contract – March 1, 2024 through February 28, 2025

Dear Sir / Madam:

The subject contract expires on February 29, 2024. It can be extended for one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms, conditions, and pricing? Please indicate your firm's preference by circling yes or no and signing the bottom of this letter and returning a copy to John Deubel.

Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to John.Deubel@scwa.com.

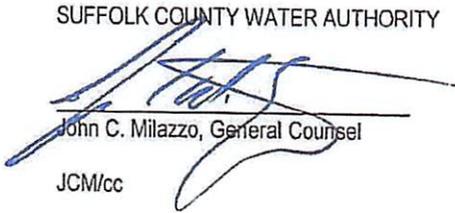
Please respond by October 13, 2023.

Please note that this letter does not constitute an offer of extension but merely confirms your interest in either extending the contract or terminating same. This letter does not constitute consent by the Authority to extend the contract. The Suffolk County Water Authority Board, or its authorized representative, will decide whether to extend this contract.

If the subject contract contains a Performance Bond or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), evidence of Bond renewal or a new Letter of Credit must be submitted for the new contract term to my office within thirty (30) days from notification that the contract has been extended by the Board or its representative.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

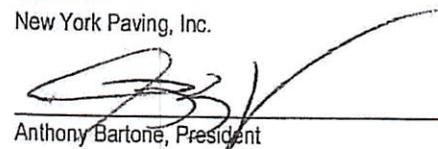

John C. Milazzo, General Counsel

JCM/cc

ArtieB1@nyoav.com

Yes, extend No, terminate the contract (Circle one)

New York Paving, Inc.


Anthony Bartone, President

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 8, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of Contract No. 7912 - Maintenance of Heating, Ventilation & Air Conditioning Equipment at Water Quality Laboratory – Hauppauge & Administration Building – Oakdale February 1, 2024 to January 31, 2025
EXTEND: Commercial Instrumentation Services, 1 Year

Commercial Instrumentation Services, by way of the attached letter, has agreed to extend the subject contract for a second term, representing the first of two possible one-year extensions.

Original contract award, February 2023, was to Commercial Instrumentation Services, in the amount of \$239,875.

As of October 25, 2023, there has been \$157,212 paid under this contract.

Commercial Instrumentation Services currently holds no additional contracts with the Authority.

Commercial Instrumentation Services' performance on the above referenced contract is satisfactory.

Facilities recommends granting the one-year contract extension to Commercial Instrumentation Services.

Reviewed by:

D. Mancuso, Deputy CEO for Administration —
J. Kleinman, Director of General Services —

Purchasing Clerk: J. Costa
Purchasing Agent: S. Blevins

Attachment: 1 memo



Office of Financial Services
Purchasing Department

P.O. Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

September 25, 2023

Commercial Instrumentation Services
681-7 Grand Blvd
Deer Park, NY 11729

Re: Contract No. 7912 – Maintenance of Heating, Ventilation & Air Conditioning Equipment at Water Quality Laboratory – Hauppauge & Administration Building – Oakdale – February 1, 2023 – January 31, 2024

Extension of Contract: February 1, 2024 to January 31, 2025

Dear Sir / Madam:

The subject contract expires January 31, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by circling yes or no and signing the bottom of this letter and returning a copy to me.

Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to John.Deubel@scwa.com.

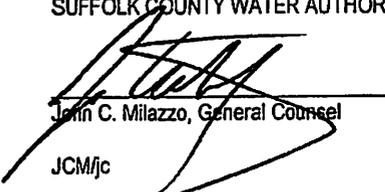
Please respond by October 4, 2023

NOTE: This letter does not constitute an offer of extension but merely confirms your interest in either extending the contract or terminating same. This letter does not constitute consent by this Department to extend the contract.

If the subject contract contains a Performance Bond or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), evidence of Bond renewal or a new Letter of Credit must be submitted for the new contract term to my office within thirty (30) days from notification that the contract has been extended.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

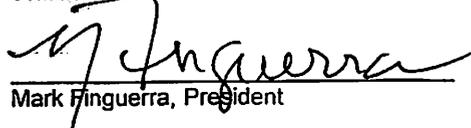

John C. Milazzo, General Counsel

JCM/jc

jgerardi@cis-ny.com

Yes, extend No, terminate the contract (Circle one)

Commercial Instrumentation Services


Mark Finguerra, President

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 9, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7997 - Construction of Two Chemical Treatment and Control Buildings at Bull Path and Alvah's Lane (Towns of East Hampton and Southold)
AWARD: Pioneer Construction Co. - \$1,451,054

Opened: November 2, 2023 Published: October 13, 2023
No of Bids Received: 7 Documents Sent: 19
Bid Received: \$1,475,000 to \$2,438,000
Recommendation: Award to Low Bidder as indicated above.

Comments:

Seven (7) bids were received for this contract to build two buildings, one each at Bulls Path, Wainscott and Alvahs Lane, Cutchogue. The bids ranged from \$1,475,000 to \$2,438,000 for both buildings.

Buildings of this type have not been bid since prior to COVID and supply-chain related increases in cost. This, coupled with the addition of the concrete foundation and related work (sometimes bid separately in the past) makes it difficult to compare with similar completed projects. Competition, however, does support the bid price.

Representatives from the Engineering Department then met with the apparent low bidder, Pioneer Construction, and requested that Pioneer check with their precast building supplier to see if a better price could be negotiated. Pioneer was able to lower their bid from \$1,475,000 to \$1,451,054, resulting in a savings of \$23,946.

As of June 1, 2023 (FY24), Pioneer Construction has been paid approximately \$171,720 from the contract below.

Pioneer Construction currently holds one (1) contract:

Contract No. 7823 – Construction of Well Head Enclosure Buildings with Precast Concrete Walls awarded February 2022 in the amount of \$929,000, expires March 2024. As of November 8, 2023, Pioneer Construction has been paid approximately \$601,020 from this contract. In the first year of this contract, April 1, 2022, to March 31, 2023, approximately \$429,300 was paid Pioneer Construction. In the second year of this contract, April 1, 2023, to November 9, 2023, approximately \$171,720 was paid to Pioneer Construction.

Pioneer's performance on their existing contract is satisfactory.

The Engineering department has reviewed the bids submitted and recommends the award of this contract to Pioneer Construction.

Reviewed by:

T. Kilcommons, Chief Engineer & Director of Research & Engineering

Attachments: 1 memo & List of Bidders
Purchasing Clerk: T. Frank/J. Costa
Purchasing Agent: V. Stewart

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006224 10 105690 PIONEER CONSTRUCTION COMPANY 217 WOODBINE AVE NORTHPORT NY 11768 Bid Bond 7997 Prop. 1 - Bull Path	6000006225 10 100176 LODUCA ASSOCIATES INC 113 DIVISION AVE BLUE PT NY 11715 Bid Bond 7997 Prop. 1 - Bull Path	6000006226 10 107689 CONSTRUCTION CONSULTANTS/LI, INC. 36 E. 2ND STREET RIVERHEAD NY 11901 Bid Bond 7997 Prop. 1 - Bull Path
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	724,500.00 724,500.00 1	797,837.00 797,837.00 2	904,000.00 904,000.00 3
20 Additional Concrete Work (If Required) 3 YD3	Total Val.: Unit Price: Rank:	3,000.00 1,000.00 3	4,446.00 1,482.00 5	2,475.00 825.00 1
30 Excavate Unsuitable Material & Dispose 10 YD3	Total Val.: Unit Price: Rank:	10,000.00 1,000.00 7	2,110.00 211.00 3	1,980.00 198.00 2
Total Services	Val.: Rank:	737,500.00 724,500.00 1	804,393.00 0.00 2	908,455.00 2,475.00 3

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006227 10 103974 STALCO CONSTRUCTION INC 1316 MOTOR PARKWAY ISLANDIA NY 11749 Bid Bond 7997 Prop. 1 - Bull Path	600006228 10 102735 Biltwel General Contractor Corp. 31 Mary Pitkin Path Shoreham NY 11786 Bid Bond 7997 Prop. 1 - Bull Path	600006229 10 101099 SJ HOERNING CONSTRUCTION INC 1471 FIFTH AVE BAY SHORE NY 11706 Bid Bond 7997 Prop. 1 - Bull Path
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	906,000.00 906,000.00 4	945,450.00 945,450.00 5	1,060,000.00 1,060,000.00 6
20 Additional Concrete Work (If Required) 3 YD3	Total Val.: Unit Price: Rank:	2,700.00 900.00 2	3,000.00 1,000.00 3	4,500.00 1,500.00 6
30 Excavate Unsuitable Material & Dispose 10 YD3	Total Val.: Unit Price: Rank:	1,200.00 120.00 1	2,500.00 250.00 4	2,500.00 250.00 4
Total Services	Val.: Rank:	909,900.00 1,200.00 4	950,950.00 0.00 5	1,067,000.00 0.00 6

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs
 Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006230 10 106226 AUSTIN INTERIORS INC. 99 EAST MAIN ST. SMITHTOWN NY 11787 Bid Bond 7997 Prop. 1 - Bull Path
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	1,209,894.00 1,209,894.00 7
20 Additional Concrete Work (If Required) 3 YD3	Total Val.: Unit Price: Rank:	5,208.00 1,736.00 7
30 Excavate Unsuitable Material & Dispose 10 YD3	Total Val.: Unit Price: Rank:	3,898.00 389.80 6
Total Services	Val.: Rank:	1,219,000.00 0.00 7

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/02/2023 for 7997 Prop. 1 - Bull Path, 11:00 AM, prevailing time, Daxdale, New York

[Signature]
 John Deibel, Purchasing Director

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006224 20 105690 PIONEER CONSTRUCTION COMPANY 217 WOODBINE AVE NORTHPORT NY 11768 Bid Bond 7997 Prop. 2 - Alvahs Lane	6000006225 20 100176 LODUCA ASSOCIATES INC 113 DIVISION AVE BLUE PT NY 11715 Bid Bond 7997 Prop. 2 - Alvahs Lane	6000006226 20 107689 CONSTRUCTION CONSULTANTS/LI, INC. 36 E. 2ND STREET RIVERHEAD NY 11901 Bid Bond 7997 Prop. 2 - Alvahs Lane
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	724,500.00 724,500.00 1	797,837.00 797,837.00 2	894,000.00 894,000.00 3
20 Additional Concrete Work (If Required) 3 YD3	Total Val.: Unit Price: Rank:	3,000.00 1,000.00 3	4,446.00 1,482.00 5	2,475.00 825.00 1
30 Excavate Unsuitable Material & Dispose 10 YD3	Total Val.: Unit Price: Rank:	10,000.00 1,000.00 7	2,110.00 211.00 3	1,980.00 198.00 2
Total Services	Val.: Rank:	737,500.00 724,500.00 1	804,393.00 0.00 2	898,455.00 2,475.00 3

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006227 20 103974 STALCO CONSTRUCTION INC 1316 MOTOR PARKWAY ISLANDIA NY 11749 Bid Bond 7997 Prop. 2 - Alvahs Lane	6000006228 20 102735 Biltwel General Contractor Corp. 31 Mary Pitkin Path Shoreham NY 11786 Bid Bond 7997 Prop. 2 - Alvahs Lane	6000006229 20 101099 SJ HOERNING CONSTRUCTION INC 1471 FIFTH AVE BAY SHORE NY 11706 Bid Bond 7997 Prop. 2 - Alvahs Lane	Total Val.: Unit Price: Rank:	Total Val.: Unit Price: Rank:	Total Val.: Unit Price: Rank:	Val.: Rank:
10 Construction of Chemical Treatment Bldg 1 EA		4	5	6	896,000.00 896,000.00	945,450.00 945,450.00	1,060,000.00 1,060,000.00	
20 Additional Concrete Work (If Required) 3 YD3		2	3	6	2,700.00 900.00	3,000.00 1,000.00	4,500.00 1,500.00	
30 Excavate Unsuitable Material & Dispose 10 YD3		1	4	4	1,200.00 120.00	2,500.00 250.00	2,500.00 250.00	
Total Services		4	5	6	899,900.00 1,200.00	950,950.00 0.00	1,067,000.00 0.00	

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006230 20 106226 AUSTIN INTERIORS INC. 99 EAST MAIN ST. SMITHTOWN NY 11787 Bid Bond 7997 Prop. 2 - Alvahs Lane
10	Total Val.: Unit Price: Rank:	1,209,894.00 1,209,894.00 7
20	Total Val.: Unit Price: Rank:	5,208.00 1,736.00 7
30	Total Val.: Unit Price: Rank:	3,898.00 389.80 6
Total Services	Val.: Rank:	1,219,000.00 0.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/02/2023 for 7997 Prop. 2 - Alvahs Lane at 10:00 AM, prevailing time in Middale, New York

John Deubel, Purchasing Director

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006224 30 105690 PIONEER CONSTRUCTION COMPANY 217 WOODBINE AVE NORTHPORT NY 11768 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane	600006225 30 100176 LODUCA ASSOCIATES INC 113 DIVISION AVE BLUE PT NY 11715 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane	600006226 30 107689 CONSTRUCTION CONSULTANTS/LI, INC. 36 E. 2ND STREET RIVERHEAD NY 11901 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	1,449,000.00 1,449,000.00 1	1,569,674.00 1,569,674.00 2	1,747,000.00 1,747,000.00 3
20 Additional Concrete Work (If Required) 6 YD3	Total Val.: Unit Price: Rank:	6,000.00 1,000.00 3	8,892.00 1,482.00 5	4,950.00 825.00 1
30 Excavate Unsuitable Material & Dispose 20 YD3	Total Val.: Unit Price: Rank:	20,000.00 1,000.00 7	4,220.00 211.00 3	3,960.00 198.00 2
Total Services	Val.: Rank:	1,475,000.00 1449,000.00 1	1,582,786.00 0.00 2	1,755,910.00 4,950.00 3

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

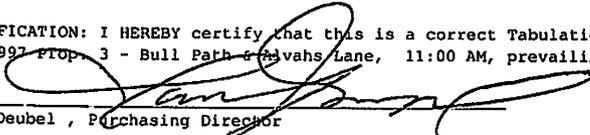
Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006227 30 103974 STALCO CONSTRUCTION INC 1316 MOTOR PARKWAY ISLANDIA NY 11749 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane	6000006228 30 102735 Biltwel General Contractor Corp. 31 Mary Pitkin Path Shoreham NY 11786 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane	6000006229 30 101099 SJ HOERNING CONSTRUCTION INC 1471 FIFTH AVE BAY SHORE NY 11706 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	1,768,000.00 1,768,000.00 4	1,849,000.00 1,849,000.00 5	2,060,000.00 2,060,000.00 6
20 Additional Concrete Work (If Required) 6 YD3	Total Val.: Unit Price: Rank:	5,400.00 900.00 2	6,000.00 1,000.00 3	9,000.00 1,500.00 6
30 Excavate Unsuitable Material & Dispose 20 YD3	Total Val.: Unit Price: Rank:	2,400.00 120.00 1	5,000.00 250.00 4	5,000.00 250.00 4
Total Services	Val.: Rank:	1,775,800.00 2,400.00 4	1,860,000.00 0.00 5	2,074,000.00 0.00 6

Construction of Two (2) Chemical Treatment Bldgs. at Bull Path & Alvahs

Bid Opening, 11/02/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006230 30 106226 AUSTIN INTERIORS INC. 99 EAST MAIN ST. SMITHTOWN NY 11787 Bid Bond 7997 Prop. 3 - Bull Path & Alvahs Lane
10 Construction of Chemical Treatment Bldg 1 EA	Total Val.: Unit Price: Rank:	 2,372,154.00 2,372,154.00 7
20 Additional Concrete Work (If Required) 6 YD3	Total Val.: Unit Price: Rank:	 10,206.00 1,701.00 7
30 Excavate Unsuitable Material & Dispose 20 YD3	Total Val.: Unit Price: Rank:	 7,640.00 382.00 6
Total Services	Val.: Rank:	 2,390,000.00 0.00 7

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/02/2023
 for 7997 Prop. 3 - Bull Path & Alvahs Lane, 11:00 AM, prevailing time, Oakdale, New York


 John Deubel, Purchasing Director

Documents To:

Austin Interiors, Inc.
Benno Riven dba General Builders, Inc.
Bensin Contracting, Inc.
Biltwel General Contractor Corp.
BNL Construction Corp.
Christy Concrete Corp.
Construction Consultants/LI, Inc.
Ed Broidy Contractors, Inc. d/b/a E.B.C. Co.
Essemce Enterprises, Inc.
G. Construction Enterprises, LLC
Gemstar Construction Corp.
KJB Industries, Inc.
LoDuca Associates, Inc.
Philip Ross Industries, Inc.
Pioneer Construction Co. of Northport, Inc.
Roman Stone Construction Co.
S.J. Hoerning Construction, Inc.
Sky Rise, Inc.
Stalco Construction, Inc.

Present at Bid Opening:

J. Deubel, SCWA
V. Stewart, SCWA
J. Costa, SCWA
Chris Penders, Pioneer Construction Co. of Northport, Inc.
Gregg Soujring, Pioneer Construction Co. of Northport, Inc.
Fabian Epstein, Austin Interiors
Matthew Hoerning, S.J. Hoerning Construction, Inc.

Austin Interiors, Inc.
100 Keyland Court
Bohemia, NY, 11716
Attn: William Hardy
631-724-1300
631-790-7881 – Cell
Bhardy@austinli.us

Benno Riven dba General Builders, Inc.
128 N. Merrick Avenue
Merrick, NY 11566
Amir Riven
516-377-0900
516-377-0901 - FX
516-974-3366 - cell
amirriven@generalbuilders.org
www.generalbuilders.org

Bensin Contracting, Inc.
652 Union Avenue
Holtsville, NY 11742
631-758-7200
631-758-7219 – FX
sue.sanchez@bensincontracting.com

Biltwel General Contractor Corp.
31 Mary Pitkin Path
Shoreham, NY 11786
631-744-9177
631-744-9153
Norman Jalayer
biltwelgccorp@yahoo.com
www.biltwelgc.com
njalayer@biltwelgc.com

BNL Construction Corp.
280 Rudolf Road
Mineola, NY 10509
516-739-1511 (same FX)
bnlcon@optonline.net

Christy Concrete Corp.
2 Magnolia Lane
Huntington, NY 11743-6013
Karl Hucke
516-747-8302
kchucke@optonline.net

Construction Consultants/LI, Inc.
36 E. 2nd Street
Riverhead, NY 11901
Attn: Eric Baumack
631-727-6604
631-871-0330 – Cell
ebaumack@ccliinc.com

Ed Broidy Contractors, Inc.
d/b/a E.B.C. Co.
8 N. Tyson Avenue
Floral Park, NY 11001
Attn: Joseph A. Intrabartola
516-354-0340
516-354-0445
joe@ebc-co.com

Essemce Enterprises, Inc.
PO Box 512
Remsenburg, NY 11960
Scott Christ
631-680-3903
631-325-6971 - FX
s.christ26@hotmail.com

G. Construction Enterprises, LLC
22 Oak Street, STE 101
Bay Shore, NY 11706
631-206-3701
631-206-3729 – FX
sc@gconstent.com

Gemstar Construction Corp.
83 Jewett Avenue
Staten Island, NY 10302
Attn: John Saia
718-442-8200
718-442-1509 – FX
917-939-9168 – Cell
JSAIA@gemstarcorp.com

KJB Industries, Inc.
14 Center Drive
Riverhead, NY 11901
Patricia Panchak
631-727-5600
631-727-0577 – FX
kibindustries@aol.com

LoDuca Associates, Inc.
113 Division Avenue
Blue Point, NY 11715
Attn: Richard LoDuca
631-567-3144
631-875-0324 – Cell
Richard@LoDucagc.com

Philip Ross Industries, Inc.
200 Long Island Avenue
Wyandanch, NY 11798
Attn: Hayley Perrone
631-253-3077
Hayley@philiprossind.com

Pioneer Construction Co. of Northport,
Inc.
217 Woodbine Avenue
Northport, NY 11768
Attn: Chris Penders
631-261-6559
631-838-3302 – Cell
Pioneer.northpoert@gmail.com

Roman Stone Construction Co.
85 South 4th Street
Bay Shore, NY 11706
Anna Faia
631-667-0566
631-254-8643
afaia@romanstoneco.com

S.J. Hoerning Construction, Inc.
1471 Fifth Avenue
Bay Shore, NY 11706
Attn: Joseph Hoerning
631-206-1676
631-968-0344
joe@sihoerning.com

Sky Rise, Inc.
49 Ashley Drive
Valley Stream, NY 11580
Attn: Tariq Khan
718-705-4705
718-766-8842 – FX
skyrise4@hotmail.com

Stalco Construction, Inc.
1316 Motor Pkwy.
Islandia, NY 11749
Attn: Joseph Serpe
631-254-6767
estimating@stalcoconstruction.com



EXHIBIT D

CONTACT INFO
CONTRACT NO. 7997

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
GREGG SPOORING PRESIDENT	83 MAPLE AVE NORTHPORT NY 11768
CHRIS PONDORS TRAS.	35 BURT AVE NORTHPORT NY 11768
JANET WILLS SECRETARY	217 WOODBINE AVE NORTHPORT NY 11768

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	PIONEER CONSTRUCTION OF NORTHPORT INC
Signature:	
Name:	GREGG SPOORING

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	PIONEER CONSTRUCTION CO OF NORTHPORT INC
Business Address of Contractor:	217 WOODBINE AVE NORTHPORT NY 11768
Contact Person for Contract Follow-Up:	CHRIS PONDORS
Business Contact Telephone:	631-261-6559
Cell Number:	631-838-3302
E-Mail Address:	PIONEER.NORTHPORT@GMAIL.COM
Fax Number:	—
Federal Employee Identification Number:	464911318
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	10/31/23

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 6, 2023
TO: Chairman and Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 8002 – Replacement of Topsoil & Grass Seeding on State, County, Town & Village Highways (Groups I & II) – March 1, 2024 to February 28, 2025
AWARD: Green Velvet Landscaping - \$131,850 (Group I)
LLL Industries - \$186,875 (Group II)

Opened: October 16, 2023 **Published:** October 04, 2023

No. of Bids received: 4 **Documents Sent:** 18

Low Bidders: Green Velvet Landscaping - \$131,850 (Group I)
LLL Industries - \$186,875 (Group II)

Recommendation: Award to Low Bidders for Groups I and II as indicated above.

Comments:

An Invitation to Bid was issued by the Authority seeking proposals for a one-year contract for the replacement of Topsoil & Grass Seeding on State, County, Town & Village Highways. The groups at which the Authority may order work done are as follows:

Group I – Huntington, Babylon, Islip, Smithtown, Brookhaven

Group II – Southampton, East Hampton, Southold, Flanders/Riverhead

Green Velvet Landscaping was the low bidder for Group I. Green Velvet is holder of the previous contract (7818A) that was awarded in January of 2022 and are holding their pricing firm for this new contract. LLL Industries was the low bidder for Group II. LLL holds the previous contract (7818B) that was awarded in January of 2022. LLL increased their price by 13% when compared to the previous contract.

Green Velvet Landscaping currently holds two (2) additional Authority contracts:

Contract No. 7818A, Group I - Replacement of Topsoil and Grass Seeding on State, County, Town and Village Highways. This contract expires in February 2024. It was originally awarded in March 2022 with a contract amount of \$131,850. As of October 25, 2023, \$104,685 has been paid under this contract.

Contract No. 7953B – Installation of Blowoff Basins - Zone 2, which expires in May 2024. It was originally awarded in June 2023. The amount of the contract is \$378,100. As of October 25, 2023, \$0 has been paid under this contract.

LLL Industries currently holds three (3) additional contracts:

Contract No. 7818B, Group 2 - Replacement of Topsoil and Grass Seeding on State, County, Town and Village Highways. This contract expires in February 2024. It was originally awarded in March 2022 with a contract amount of \$165,106. As of October 25, 2023, \$472,712 has been paid under this contract.

Contract No. 7910A, Group 1 – Replacement of Asphalt & Bituminous Shoulders on State, County, Town Highways. This contract expires in February 2025. It was originally awarded in March 2023 with a contract amount of \$2,163,070. As of October 25, 2023, \$1,666,511 has been paid under this contract.

Contract No. 7911A, Group 1 – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways. This contract expires in February 2025.

This contract was originally awarded in March 2023 with a contract amount of \$4,929,970. As of October 25, 2023, \$3,879,038 has been paid under this contract.

Green Velvet and LLL Industries performance on the above referenced contracts is satisfactory.

Construction Maintenance recommends awarding Contract No. 8002 as indicated above to Green Velvet Landscaping and LLL Industries.

Reviewed by:

J. Pokorny, Deputy, CEO Operations /

B. Warner, Director of Construction Maintenance /

Purchasing Manager: J Deubel

Purchasing Clerk: C. Congiusta

Attachments: 1 Memo, 1 Tabulation & List of Bidders

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City: State: Zip Code: Item Text: Description:	6000006219 10 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK Group I	6000006217 10 107534 IRONWOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND Group I	6000006218 10 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND Group I
10 3001065 1- 4" TOP SOIL & GRASS SEED 0-30 75 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	1,125.00 15.00 1
20 3001066 1- 4" TOP SOIL & GRASS SEED 31-100 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	3,000.00 15.00 1
30 3001067 1- 4" TOP SOIL & GRASS SEED 101-300 400 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	5,800.00 14.50 1
40 3001068 1- 4" TOP SOIL & GRASS SEED 301-1000 1,000 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	14,500.00 14.50 1
50 3001069 1- 4" TOP SOIL & GRASS SEED >1000 1,000 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	14,000.00 14.00 1
60 3001070 2- 6" TOPSOIL & GRASS SEED 0-30 100 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	1,650.00 16.50 1
70 3001071 2- 6" TOPSOIL & GRASS SEED 31-100 300 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	4,950.00 16.50 1
80 3001072 2- 6" TOPSOIL & GRASS SEED 101-300 1,000 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	16,500.00 16.50 1
90 3001073 2- 6" TOPSOIL & GRASS SEED 301-1000 1,000 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	16,500.00 16.50 1
100 3001074 2- 6" TOPSOIL & GRASS SEED >1000	Total Val.: Unit Price:	No Bid	No Bid	23,625.00 15.75

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City: State: Zip Code: Item Text: Description:	600006219 10 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK Group I	600006217 10 107534 IRONWOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND Group I	600006218 10 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND Group I
1,500 YD2	Rank:			1
110 3001075 3- TOP SOIL, FERT, LIME & SOD 0-30 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	900.00 18.00 1
120 3001076 3- TOP SOIL, FERT, LIME & SOD 31-100 100 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	1,800.00 18.00 1
130 3001077 3- TOP SOIL, FERT, LIME & SOD 101-300 300 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	5,400.00 18.00 1
140 3001078 3- TOP SOIL, FERT, LIME & SOD 301-1000 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	3,600.00 18.00 1
150 3001079 3- TOP SOIL, FERT, LIME & SOD >1000 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	3,600.00 18.00 1
160 3001080 4- FERT, LIME & GRASS SEED ONLY 0-30 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	50.00 1.00 1
170 3001081 4- FERT, LIME & GRASS SEED ONLY 31-100 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	50.00 1.00 1
180 3001082 4- FERT, LIME & GRASS SEED ONLY 101-300 100 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	100.00 1.00 1
190 3001083 4- FERT, LIME & GRASS SEED ONLY 301-1000 100 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	100.00 1.00 1
200				

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006219 10 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK Group I	600006217 10 107534 IRONWOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND Group I	600006218 10 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND Group I
3001084 4- FERT,LIME & GRASS SEED ONLY >1000 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	200.00 1.00 1
210 3001085 5N- JUTE MESH OR APPR MATERIAL 0-30 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	425.00 8.50 1
220 3001086 5N- JUTE MESH OR APPR MATERIAL 31-100 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	425.00 8.50 1
230 3001087 5N- JUTE MESH OR APPR MATERIAL 101-300 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	1,700.00 8.50 1
240 3001088 5N- JUTE MESH OR APPR MATERIAL 301-1000 200 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	1,700.00 8.50 1
250 3001089 5N- JUTE MESH OR APPR MATERIAL >1000 400 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	3,400.00 8.50 1
260 3001090 6S- DECORATIVE STONE W/4" RCA 0-50 50 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	2,250.00 45.00 1
270 3001091 6S- DECORATIVE STONE W/4" RCA >50 100 YD2	Total Val.: Unit Price: Rank:	No Bid	No Bid	4,500.00 45.00 1
Total Services	Val.: Rank:			131,850.00 131,850.00 1

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006216 10 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND Group I
10 3001065 1- 4" TOP SOIL & GRASS SEED 0-30 75 YD2	Total Val.: Unit Price: Rank:	1,500.00 20.00 2
20 3001066 1- 4" TOP SOIL & GRASS SEED 31-100 200 YD2	Total Val.: Unit Price: Rank:	4,000.00 20.00 2
30 3001067 1- 4" TOP SOIL & GRASS SEED 101-300 400 YD2	Total Val.: Unit Price: Rank:	8,000.00 20.00 2
40 3001068 1- 4" TOP SOIL & GRASS SEED 301-1000 1,000 YD2	Total Val.: Unit Price: Rank:	20,000.00 20.00 2
50 3001069 1- 4" TOP SOIL & GRASS SEED >1000 1,000 YD2	Total Val.: Unit Price: Rank:	20,000.00 20.00 2
60 3001070 2- 6" TOPSOIL & GRASS SEED 0-30 100 YD2	Total Val.: Unit Price: Rank:	3,000.00 30.00 2
70 3001071 2- 6" TOPSOIL & GRASS SEED 31-100 300 YD2	Total Val.: Unit Price: Rank:	9,000.00 30.00 2
80 3001072 2- 6" TOPSOIL & GRASS SEED 101-300 1,000 YD2	Total Val.: Unit Price: Rank:	30,000.00 30.00 2
90 3001073 2- 6" TOPSOIL & GRASS SEED 301-1000 1,000 YD2	Total Val.: Unit Price: Rank:	30,000.00 30.00 2
100 3001074 2- 6" TOPSOIL & GRASS SEED >1000	Total Val.: Unit Price:	45,000.00 30.00

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006216 10 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND Group I
1,500 YD2	Rank:	2
110 3001075 3- TOP SOIL, FERT, LIME & SOD 0-30 50 YD2	Total Val.: Unit Price: Rank:	1,050.00 21.00 2
120 3001076 3- TOP SOIL, FERT, LIME & SOD 31-100 100 YD2	Total Val.: Unit Price: Rank:	2,100.00 21.00 2
130 3001077 3- TOP SOIL, FERT, LIME & SOD 101-300 300 YD2	Total Val.: Unit Price: Rank:	6,300.00 21.00 2
140 3001078 3- TOP SOIL, FERT, LIME & SOD 301-1000 200 YD2	Total Val.: Unit Price: Rank:	4,200.00 21.00 2
150 3001079 3- TOP SOIL, FERT, LIME & SOD >1000 200 YD2	Total Val.: Unit Price: Rank:	4,200.00 21.00 2
160 3001080 4- FERT,LIME & GRASS SEED ONLY 0-30 50 YD2	Total Val.: Unit Price: Rank:	500.00 10.00 2
170 3001081 4- FERT,LIME & GRASS SEED ONLY 31-100 50 YD2	Total Val.: Unit Price: Rank:	500.00 10.00 2
180 3001082 4- FERT,LIME & GRASS SEED ONLY 101-300 100 YD2	Total Val.: Unit Price: Rank:	1,000.00 10.00 2
190 3001083 4- FERT,LIME & GRASS SEED ONLY 301-1000 100 YD2	Total Val.: Unit Price: Rank:	1,000.00 10.00 2
200		

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006216 10 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND Group I
3001084 4- FERT,LIME & GRASS SEED ONLY >1000 200 YD2	Total Val.: Unit Price: Rank:	2,000.00 10.00 2
210 3001085 5N- JUTE MESH OR APPR MATERIAL 0-30 50 YD2	Total Val.: Unit Price: Rank:	1,000.00 20.00 2
220 3001086 5N- JUTE MESH OR APPR MATERIAL 31-100 50 YD2	Total Val.: Unit Price: Rank:	1,000.00 20.00 2
230 3001087 5N- JUTE MESH OR APPR MATERIAL 101-300 200 YD2	Total Val.: Unit Price: Rank:	4,000.00 20.00 2
240 3001088 5N- JUTE MESH OR APPR MATERIAL 301-1000 200 YD2	Total Val.: Unit Price: Rank:	4,000.00 20.00 2
250 3001089 5N- JUTE MESH OR APPR MATERIAL >1000 400 YD2	Total Val.: Unit Price: Rank:	8,000.00 20.00 2
260 3001090 6S- DECORATIVE STONE W/4" RCA 0-50 50 YD2	Total Val.: Unit Price: Rank:	2,250.00 45.00 1
270 3001091 6S- DECORATIVE STONE W/4" RCA >50 100 YD2	Total Val.: Unit Price: Rank:	4,500.00 45.00 1
Total Services	Val.: Rank:	218,100.00 2 6,750.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/16/2023
 for Group I, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006219 20 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK GroupII	6000006217 20 107534 IRONHOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND GroupII	6000006218 20 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND GroupII
10 3001065 1- 4" TOP SOIL & GRASS SEED 0-30 250 YD2	Total Val.: Unit Price: Rank:	250.00 1.00 1	3,975.00 15.90 2	4,000.00 16.00 3
20 3001066 1- 4" TOP SOIL & GRASS SEED 31-100 250 YD2	Total Val.: Unit Price: Rank:	250.00 1.00 1	3,975.00 15.90 2	4,000.00 16.00 3
30 3001067 1- 4" TOP SOIL & GRASS SEED 101-300 1,000 YD2	Total Val.: Unit Price: Rank:	1,000.00 1.00 1	15,400.00 15.40 2	15,500.00 15.50 3
40 3001068 1- 4" TOP SOIL & GRASS SEED 301-1000 1,500 YD2	Total Val.: Unit Price: Rank:	22,500.00 15.00 1	23,100.00 15.40 2	23,250.00 15.50 3
50 3001069 1- 4" TOP SOIL & GRASS SEED >1000 3,000 YD2	Total Val.: Unit Price: Rank:	30,000.00 10.00 1	45,600.00 15.20 3	45,000.00 15.00 2
60 3001070 2- 6" TOPSOIL & GRASS SEED 0-30 100 YD2	Total Val.: Unit Price: Rank:	100.00 1.00 1	1,740.00 17.40 2	1,750.00 17.50 3
70 3001071 2- 6" TOPSOIL & GRASS SEED 31-100 250 YD2	Total Val.: Unit Price: Rank:	250.00 1.00 1	4,350.00 17.40 2	4,375.00 17.50 3
80 3001072 2- 6" TOPSOIL & GRASS SEED 101-300 150 YD2	Total Val.: Unit Price: Rank:	150.00 1.00 1	2,535.00 16.90 2	2,550.00 17.00 3
90 3001073 2- 6" TOPSOIL & GRASS SEED 301-1000 1,400 YD2	Total Val.: Unit Price: Rank:	1,400.00 1.00 1	23,660.00 16.90 2	23,800.00 17.00 3
100 3001074 2- 6" TOPSOIL & GRASS SEED >1000	Total Val.: Unit Price:	48,000.00 6.00	128,800.00 16.10	134,000.00 16.75

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006219 20 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK GroupII	600006217 20 107534 IRONWOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND GroupII	600006218 20 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND GroupII
8,000 YD2	Rank:	1	2	3
110 3001075 3- TOP SOIL, FERT, LIME & SOD 0-30 50 YD2	Total Val.: Unit Price: Rank:	250.00 5.00 1	945.00 18.90 2	950.00 19.00 3
120 3001076 3- TOP SOIL, FERT, LIME & SOD 31-100 50 YD2	Total Val.: Unit Price: Rank:	250.00 5.00 1	945.00 18.90 2	950.00 19.00 3
130 3001077 3- TOP SOIL, FERT, LIME & SOD 101-300 200 YD2	Total Val.: Unit Price: Rank:	1,000.00 5.00 1	3,780.00 18.90 2	3,800.00 19.00 3
140 3001078 3- TOP SOIL, FERT, LIME & SOD 301-1000 100 YD2	Total Val.: Unit Price: Rank:	500.00 5.00 1	1,890.00 18.90 2	1,900.00 19.00 3
150 3001079 3- TOP SOIL, FERT, LIME & SOD >1000 100 YD2	Total Val.: Unit Price: Rank:	500.00 5.00 1	1,920.00 19.20 3	1,900.00 19.00 2
160 3001080 4- FERT, LIME & GRASS SEED ONLY 0-30 50 YD2	Total Val.: Unit Price: Rank:	50.00 1.00 1	250.00 5.00 3	50.00 1.00 1
170 3001081 4- FERT, LIME & GRASS SEED ONLY 31-100 50 YD2	Total Val.: Unit Price: Rank:	50.00 1.00 1	250.00 5.00 3	50.00 1.00 1
180 3001082 4- FERT, LIME & GRASS SEED ONLY 101-300 75 YD2	Total Val.: Unit Price: Rank:	75.00 1.00 1	375.00 5.00 3	75.00 1.00 1
190 3001083 4- FERT, LIME & GRASS SEED ONLY 301-1000 100 YD2	Total Val.: Unit Price: Rank:	100.00 1.00 1	500.00 5.00 3	100.00 1.00 1
200				

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006219 20 100199 LLL INDUSTRIES INC 19B STIRIZ RD BROOKHAVEN NY 11719 \$3,000.00 BANK CHECK GroupII	6000006217 20 107534 IRONHOOD INDUSTRIES INC PO BOX 313 JAMESPORT NY 11947 BID BOND GroupII	6000006218 20 103903 GREEN VELVET LANDSCAPE 31 MOFFITT BLVD BAY SHORE NY 11706 BID BOND GroupII
3001084 4- FERT,LIME & GRASS SEED ONLY >1000 150 YD2	Total Val.: Unit Price: Rank:	150.00 1.00 1	750.00 5.00 3	150.00 1.00 1
210 3001085 5N- JUTE MESH OR APPR MATERIAL 0-30 50 YD2	Total Val.: Unit Price: Rank:	2,500.00 50.00 4	445.00 8.90 1	450.00 9.00 2
220 3001086 5N- JUTE MESH OR APPR MATERIAL 31-100 50 YD2	Total Val.: Unit Price: Rank:	2,500.00 50.00 4	445.00 8.90 1	450.00 9.00 2
230 3001087 5N- JUTE MESH OR APPR MATERIAL 101-300 250 YD2	Total Val.: Unit Price: Rank:	12,500.00 50.00 4	2,225.00 8.90 1	2,250.00 9.00 2
240 3001088 5N- JUTE MESH OR APPR MATERIAL 301-1000 500 YD2	Total Val.: Unit Price: Rank:	25,000.00 50.00 4	4,450.00 8.90 1	4,500.00 9.00 2
250 3001089 5N- JUTE MESH OR APPR MATERIAL >1000 500 YD2	Total Val.: Unit Price: Rank:	25,000.00 50.00 4	4,650.00 9.30 2	4,500.00 9.00 1
260 3001090 6S- DECORATIVE STONE W/4" RCA 0-50 50 YD2	Total Val.: Unit Price: Rank:	50.00 1.00 1	3,000.00 60.00 4	2,000.00 40.00 2
270 3001091 6S- DECORATIVE STONE W/4" RCA >50 100 YD2	Total Val.: Unit Price: Rank:	12,500.00 125.00 4	6,000.00 60.00 3	4,000.00 40.00 1
Total Services	Val.: Rank:	186,875.00 106,875.00 1	285,955.00 7,565.00 2	286,300.00 8,925.00 3

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006216 20 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND GroupII
10 3001065 1- 4" TOP SOIL & GRASS SEED 0-30 250 YD2	Total Val.: Unit Price: Rank:	5,450.00 21.80 4
20 3001066 1- 4" TOP SOIL & GRASS SEED 31-100 250 YD2	Total Val.: Unit Price: Rank:	5,450.00 21.80 4
30 3001067 1- 4" TOP SOIL & GRASS SEED 101-300 1,000 YD2	Total Val.: Unit Price: Rank:	21,800.00 21.80 4
40 3001068 1- 4" TOP SOIL & GRASS SEED 301-1000 1,500 YD2	Total Val.: Unit Price: Rank:	32,700.00 21.80 4
50 3001069 1- 4" TOP SOIL & GRASS SEED >1000 3,000 YD2	Total Val.: Unit Price: Rank:	65,400.00 21.80 4
60 3001070 2- 6" TOPSOIL & GRASS SEED 0-30 100 YD2	Total Val.: Unit Price: Rank:	3,270.00 32.70 4
70 3001071 2- 6" TOPSOIL & GRASS SEED 31-100 250 YD2	Total Val.: Unit Price: Rank:	8,175.00 32.70 4
80 3001072 2- 6" TOPSOIL & GRASS SEED 101-300 150 YD2	Total Val.: Unit Price: Rank:	4,905.00 32.70 4
90 3001073 2- 6" TOPSOIL & GRASS SEED 301-1000 1,400 YD2	Total Val.: Unit Price: Rank:	45,780.00 32.70 4
100 3001074 2- 6" TOPSOIL & GRASS SEED >1000	Total Val.: Unit Price:	261,600.00 32.70

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006216 20 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND GroupII
8,000 YD2	Rank:	4
110 3001075 3- TOP SOIL, FERT, LIME & SOD 0-30 50 YD2	Total Val.: Unit Price: Rank:	1,144.50 22.89 4
120 3001076 3- TOP SOIL, FERT, LIME & SOD 31-100 50 YD2	Total Val.: Unit Price: Rank:	1,144.50 22.89 4
130 3001077 3- TOP SOIL, FERT, LIME & SOD 101-300 200 YD2	Total Val.: Unit Price: Rank:	4,578.00 22.89 4
140 3001078 3- TOP SOIL, FERT, LIME & SOD 301-1000 100 YD2	Total Val.: Unit Price: Rank:	2,289.00 22.89 4
150 3001079 3- TOP SOIL, FERT, LIME & SOD >1000 100 YD2	Total Val.: Unit Price: Rank:	2,289.00 22.89 4
160 3001080 4- FERT,LIME & GRASS SEED ONLY 0-30 50 YD2	Total Val.: Unit Price: Rank:	545.00 10.90 4
170 3001081 4- FERT,LIME & GRASS SEED ONLY 31-100 50 YD2	Total Val.: Unit Price: Rank:	545.00 10.90 4
180 3001082 4- FERT,LIME & GRASS SEED ONLY 101-300 75 YD2	Total Val.: Unit Price: Rank:	817.50 10.90 4
190 3001083 4- FERT,LIME & GRASS SEED ONLY 301-1000 100 YD2	Total Val.: Unit Price: Rank:	1,090.00 10.90 4
200		

TABULATION OF BIDS
 CONTRACT NO. 8002

REPLACEMENT OF TOPSOIL & GRASS SEEDING ON STATE, COUNTY, TOWN & VLG HIGHWAYS

Bid Opening, 10/16/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006216 20 103006 DOM'S LAWN MAKER INC. 101 HARBOR RD PORT WASHINGTON NY 11050 BID BOND GroupII
3001084 4- FERT,LIME & GRASS SEED ONLY >1000 150 YD2	Total Val.: Unit Price: Rank:	1,635.00 10.90 4
210 3001085 5N- JUTE MESH OR APPR MATERIAL 0-30 50 YD2	Total Val.: Unit Price: Rank:	1,090.00 21.80 3
220 3001086 5N- JUTE MESH OR APPR MATERIAL 31-100 50 YD2	Total Val.: Unit Price: Rank:	1,090.00 21.80 3
230 3001087 5N- JUTE MESH OR APPR MATERIAL 101-300 250 YD2	Total Val.: Unit Price: Rank:	5,450.00 21.80 3
240 3001088 5N- JUTE MESH OR APPR MATERIAL 301-1000 500 YD2	Total Val.: Unit Price: Rank:	10,900.00 21.80 3
250 3001089 5N- JUTE MESH OR APPR MATERIAL >1000 500 YD2	Total Val.: Unit Price: Rank:	10,900.00 21.80 3
260 3001090 6S- DECORATIVE STONE W/4" RCA 0-50 50 YD2	Total Val.: Unit Price: Rank:	2,452.50 49.05 3
270 3001091 6S- DECORATIVE STONE W/4" RCA >50 100 YD2	Total Val.: Unit Price: Rank:	4,905.00 49.05 2
Total Services	Val.: Rank:	507,395.00 0.00 4

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/16/2023
 for GroupII, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. 8002

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Robert Forrester, President - 100%	315 Orinoco Drive, Bay Shore, NY 11705

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary.

Contractor:	Green Velvet Landscape Contractors, Inc.
Signature:	
Name:	Robert Forrester
	PRINT OR TYPE NAME OF PERSON SIGNING BID

- PLEASE CHECK IF APPLICABLE
- MINORITY OWNED BUSINESS
 - WOMAN OWNED BUSINESS

Business Name:	Green Velvet Landscape Contractors, Inc.
Business Address of Contractor:	315 Orinoco Drive, Bayshore, NY 11706
Contact Person for Contract Follow-Up:	Robert Forrester
Business Contact Telephone:	631-969-4321
Cell Number:	516-315-2064
E-Mail Address:	bob@greenvelvetlandscape.com; bids@greenvelvetlandscape.com
Fax Number:	N/A
Federal Employee Identification Number:	11-2797844
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date: 10/16/2023	

This page must be fully completed.



EXHIBIT D

CONTACT INFO
CONTRACT NO. 8002

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
LINDA M LYON - President	2777 Montauk Hwy - Brookhaven NY 11719
LINDA S. ROTL - Vice President	6 Calcuttace Lane - Coxsack N.Y 11727

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary.

Contractor:	L.L.L. Industries Inc.
Signature:	<i>Linda S. Rotl</i>
Name:	Linda S. Rotl
PRINT OR TYPE NAME OF PERSON SIGNING BID	

- PLEASE CHECK IF APPLICABLE
- MINORITY OWNED BUSINESS
 - WOMAN OWNED BUSINESS

Business Name:	L.L.L. Industries Inc.
Business Address of Contractor:	19B Stearns Road - Brookhaven N.Y 11719
Contact Person for Contract Follow-Up:	George Lyon
Business Contact Telephone:	631-286-3222
Cell Number:	631-433-6545
E-Mail Address:	lllindustries@aol.com
Fax Number:	631-286-7043
Federal Employee Identification Number:	11-2595193
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	10-11-2013

This page must be fully completed.

CONTRACT NO. 8002
Topsoil Replacement and Grass Seeding
Bid Opening: October 16, 2023

Contract Documents Sent To:

Brett Landscaping	P.O. Box 156	E. Islip, NY 11730 brettlandinc@aol.com
D. F. Stone Contracting	1230 Station Road	Medford, NY 11763 Brian@dfstoneltd.com
R&R Landscaping	469 Lakeland Ave	Sayville, NY 11782 agrazi@optonline.net
DiGiovanna Landscape	P. O. Box 53	Brightwaters, NY 11718 dbl94@aol.com
East End Environmental Services	P.O. BOX 234	Mastic, NY 11950 Mary.eastend@gmail.com
Integrity Tree Care Inc.	55 Crosby St	Sayville, NY 11782 mikethedon@gmail.com
LLL Industries	19B Stiriz Rd.	Brookhaven, NY 11719 lllindustries@aol.com
Atlas Roll-off Corp	895 Essex St	Brooklyn, NY 11208 atlasroll@aol.com
C.P. Landscaping	13 Berkeley Ave	Selden, NY 11784 Cpgreenlandscaping@gmail.com
Country Cuts landscaping Inc.	7 Winterling Street	Coram, NY 11727 countrycuts@optonline.net
Callahan Landscape Contracting Inc.	50 Topping Drive	Riverhead, NY 11901-3412 sean@callahanlandscapecontracting.com
CJL Landscape and Design	66 Newton Blvd	Ronkonkoma, NY 11779 coreylohr345@gmail.com
DGB Landscaping inc	14 Lawrence Hill Rd	Huntington, NY 11743 dgbland20@yahoo.com
Excav Services Inc.	P.O. Box 409	Wading River, NY 11792 rcg@excavservices.com
Harder Services Inc. Attn: Tom Walsh	63 Jerusalem Ave	Hempstead, NY 11551 tom@harderservicesinc.com
Landscape Expressions	559 Old Country Road	Huntington Stations, NY 11746 alexlandscaper@optonline.net
Long Island Maintenance & Repair	P.O. Box 415	East Islip, NY 11730 Attn: Nick Longislandmaint@gmail.com
Green Velvet Landscape	31 Moffitt Blvd	Bay Shore, NY 11706 bob@greenvelvetlandscape.com

Present At Bid Opening:
John Deubel, Purchasing Manager
Catherine Congiusta, Purchasing Clerk
George Lyon, LLL Industries

TABULATION OF BIDS
 CONTRACT NO. 8004

Electric Motor Repair - Zone B

Bid Opening, 11/07/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006223 10 103791 D&D ELECTRIC MOTORS AND 127 EAST HOFFMAN AVE LINDENHURST NY 11757 Zone B	6000006222 10 100706 KG POWER SYSYEMS 150 LASER CT HAUPPAUGE NY 11788 Cashiers Check \$3,438.65 Zone B
10 3001770 1 - Re-wind 25HP Motor 1 EA	Total Val.: Unit Price: Rank:	1,500.00 1,500.00 1	4,770.00 4,770.00 2
20 3001861 1A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	800.00 400.00 2	246.00 123.00 1
30 3001877 1C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	200.00 200.00 2	23.00 23.00 1
40 3001862 2 - Re-wind 40 or 50HP Motor 1 EA	Total Val.: Unit Price: Rank:	2,000.00 2,000.00 1	5,330.00 5,330.00 2
50 3001863 2A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	800.00 400.00 2	334.00 167.00 1
60 3001879 2C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	200.00 200.00 2	31.00 31.00 1
70 3001864 3 - Re-wind 60 or 75HP Motor 1 EA	Total Val.: Unit Price: Rank:	3,500.00 3,500.00 1	6,020.00 6,020.00 2
80 3001865 3A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	1,300.00 650.00 2	334.00 167.00 1
90			

TABULATION OF BIDS
 CONTRACT NO. 8004

Electric Motor Repair - Zone B

Bid Opening, 11/07/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006223 10 103791 D&D ELECTRIC MOTORS AND 127 EAST HOFFMAN AVE LINDENHURST NY 11757 Zone B	6000006222 10 100706 KG POWER SYSEMS 150 LASER CT HAUPPAUGE NY 11788 Cashiers Check \$3,438.65 Zone B
3001881 3C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	200.00 200.00 2	31.00 31.00 1
100 3001866 4 - Re-wind 100HP Motor 1 EA	Total Val.: Unit Price: Rank:	4,500.00 4,500.00 1	7,020.00 7,020.00 2
110 3001867 4A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	1,600.00 800.00 2	958.00 479.00 1
120 3001883 4C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	400.00 400.00 2	45.00 45.00 1
130 3001868 5 - Re-wind 125HP Motor 1 EA	Total Val.: Unit Price: Rank:	4,500.00 4,500.00 1	7,700.00 7,700.00 2
140 3001869 5A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	1,600.00 800.00 2	1,094.00 547.00 1
150 3001885 5C - Replace lower Bearing 1 EA	Total Val.: Unit Price: Rank:	400.00 400.00 2	45.00 45.00 1
160 3001870 6 - Re-wind 150HP Motor 1 EA	Total Val.: Unit Price: Rank:	4,500.00 4,500.00 1	8,950.00 8,950.00 2
170 3001871	Total Val.:	1,600.00	1,988.00

TABULATION OF BIDS
 CONTRACT NO. 8004

Electric Motor Repair - Zone B

Bid Opening, 11/07/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006223 10 103791 D&D ELECTRIC MOTORS AND 127 EAST HOFFMAN AVE LINDENHURST NY 11757 Zone B	6000006222 10 100706 KG POWER SYSEMS 150 LASER CT HAUPPAUGE NY 11788 Cashiers Check \$3,438.65 Zone B
6A - Replace Upper Thrust Bearing 2 EA	Unit Price: Rank:	800.00 1	994.00 2
180 3001887 6C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	400.00 400.00 2	76.00 76.00 1
190 3003716 6C - Replace Oversized Bearing 1 EA	Total Val.: Unit Price: Rank:	400.00 400.00 1	No Bid
200 3001872 7 - Re-wind 200HP Motor 1 EA	Total Val.: Unit Price: Rank:	5,000.00 5,000.00 1	9,690.00 9,690.00 2
210 3001873 7A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	2,000.00 1,000.00 2	1,988.00 994.00 1
220 3001889 7C - Replace Lower Bearing 1 EA	Total Val.: Unit Price: Rank:	500.00 500.00 2	76.00 76.00 1
230 3001874 8 - Re-wind 250HP Motor 1 EA	Total Val.: Unit Price: Rank:	5,000.00 5,000.00 1	9,960.00 9,960.00 2
240 3001875 8A - Replace Upper Thrust Bearing 2 EA	Total Val.: Unit Price: Rank:	2,000.00 1,000.00 2	1,988.00 994.00 1
250 3001891 8C - Replace Lower Bearing	Total Val.: Unit Price:	500.00 500.00	76.00 76.00

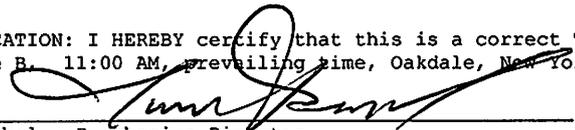
TABULATION OF BIDS
 CONTRACT NO. 8004

Electric Motor Repair - Zone B

Bid Opening, 11/07/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006223 10 103791 D&D ELECTRIC MOTORS AND 127 EAST HOFFMAN AVE LINDENHURST NY 11757 Zone B	6000006222 10 100706 KG POWER SYSEMS 150 LASER CT HAUPPAUGE NY 11788 Cashiers Check \$3,438.65 Zone B
1 EA	Rank:	2	1
Total Services	Val.: Rank:	45,400.00 1 32,500.00	68,773.00 2 7,345.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/07/2023
 for Zone B, 11:00 AM, prevailing time, Oakdale, New York


 John Deubel, Purchasing Director

**Contract No. 8004
Electric Motor Repair
Bid Opening: November 7, 2023**

CONTRACT DOCUMENTS SENT TO:

D&D Electric Motors Attn: Douglas Woelk	127 E. Hoffman Ave. Lindenhurst, NY 11757	douglasw@ddelectricmotors.com
DP Electric Motor Services , Inc. Attn: Michael Paciulli	493 Johnson Ave. Suite#7 Bohemia, NY 11716	mpdpelectric@yahoo.com
K & G Power Systems Attn: John Gandolfo	150 Laser Ct. Hauppauge, NY 11788	irene@kcpowersystems.com chrisg@kcpowersystems.com
IVS Electric Motors Attn: Robert Mann	244 N. Main Street Freeport, NY 11520	ivsmotors@aol.com ivssara@aol.com
Atlantic Detroit Diesel Allison Attn: Robert Mangs	P.O. Box 950 Lodi, NJ 07655-0950	j.arnone@kirbycorp.com
G.T. Power Attn: Gerard Turza	P.O. Box 402 128 Maple Lane Wainscott, NY 11975 Bridgehampton, NY 11932	gtpwrsys@aol.com
North Shore Generator Systems, Inc Attn: Pamela Graf	22 Industrial Blvd Meford, NY 11763	pamg@northshoregenerator.com
South Shore Truck Repair, Inc. Attn: Donna Nowak	1973 Prospect Avenue West Islip, NY 11769	southshoretruck@optonline.net
Powerpro Service Co., Inc.	608 Johnson Ave., Unit 6 Bohemia, NY 11716	fnpwrpro@optonline.net

Present at Bid Opening:

John Milazzo - General Counsel
 John Deubel - Purchasing Manager
 Steven Blevins - Purchasing Agent
 Catherine Congiusta - Purchasing Clerk
 Danielle Puma - Purchasing Clerk

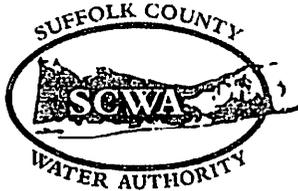


EXHIBIT D

CONTACT INFO
CONTRACT NO. 8004

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Douglas Woelk - Sales	127 E. Hoffman Ave
Sarah Keufner - AP	LINDENHURST, NY
Richard Ramirez - Service	11 11

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	D&D Electric Motors and Compressors
Signature:	Douglas J. Woelk
Name:	Douglas J. Woelk
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	D&D Electric Motors and Compressors
Business Address of Contractor:	127 E. Hoffman Av Lindenhurst, NY 11757
Contact Person for Contract Follow-Up:	Douglas J. Woelk
Business Contact Telephone:	631-991-3001
Cell Number:	631-252-4291
E-Mail Address:	Douglas W@ddelectricmotors.com
Fax Number:	631-991-3005
Federal Employee Identification Number:	113513201
Suffolk County Department of Consumer Affairs License Number (If Applicable)	NA
Date:	11/2/2023

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SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 8, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 8007 - Construction of a 20" X 10"-Diameter Well (No. 1A) Approximately 800 Feet Deep, To Be Located at North Country Road Well Field, Miller Place, Town of Brookhaven, NY
AWARD: Steffen Drilling - \$1,449,000

Opened:	November 7, 2023	Published:	October 25, 2023
No of Bids Received:	2	Documents Sent:	6
Bid Received:	\$1,449,000 to \$1,606,214		

Recommendation: Award to Low Bidder as indicated above.

Comments:

This contract is a re-bid of Contract No. 7996, that received only one bid in September 2023 from A.C. Shultes in the amount of \$1,606,214. It was Engineering's recommendation to reject bid and re-bid with the intentions of attracting more bidders. Although there only two bidders this time, the re-bid results in a savings of \$157,214. This is a difficult drill due to the depth (800 feet) and the fact that it is in rocky terrain along the North Shore. No similar jobs have been conducted in terms of depth and complexity for comparison.

As of June 1, 2023 (FY24), Steffen Drilling has been paid approximately \$669,758 from contracts that have expired.

Steffen Drilling currently holds one (1) contract:

Contract No. 7918 – Construction of a 20" x 10" Diameter Well (No.3A) Daniel Webster Well Field awarded January 2023 in the amount of \$840,000, expires May 202. As of November 8, 2023, Steffen Drilling has no expenditures paid from this contract.

The Engineering department has reviewed the bids submitted and recommends the award of this contract to Steffen Drilling.

Reviewed by:

J. Pokorny, Deputy, CEO Operations	/
T. Kilcommons, Chief Engineer & Director of Research & Engineering	/

Attachments: 1 memo & List of Bidders

Purchasing Clerk: C. Congiusta
Purchasing Agent: V. Stewart

TABULATION OF BIDS
 CONTRACT NO. 8007

Construction of a 20" X 10" Diameter Wel

Bid Opening, 11/07/2023

Line Item Sh. Text Qty. in Base Unit	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	600006221 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 Construction of a 20" X 10" Diameter We	600006220 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Construction of a 20" X 10" Diameter We
E026 Permanent 20" X 10"- Diameter Well to D 1 EA	Total Val.: Unit Price: Rank:	1,401,800.00 1,401,800.00 1	1,510,014.00 1,510,014.00 2
E026 Clearing and Grading of Drill Site 1 EA	Total Val.: Unit Price: Rank:	10,000.00 10,000.00 1	80,000.00 80,000.00 2
E026 Additional Drilling and Backfilling 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00 1	500.00 50.00 1
E026 Change in Depth of Permanent Well 10 FT	Total Val.: Unit Price: Rank:	200.00 20.00 1	800.00 80.00 2
E026 Change in Quantity of Well Screen 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00 1	500.00 50.00 1
E026 Well Development by Surging 1 EA	Total Val.: Unit Price: Rank:	500.00 500.00 1	1,000.00 1,000.00 2
E026 Well Development by Simultaneous Surgin 1 EA	Total Val.: Unit Price: Rank:	1,000.00 1,000.00 1	1,000.00 1,000.00 1
E026 Well Development by Air Impulse Technol 3 DAY	Total Val.: Unit Price: Rank:	6,000.00 2,000.00 2	4,500.00 1,500.00 1
E026 Added or Deducted Test Pumping 50.0 HR	Total Val.: Unit Price: Rank:	2,500.00 50.00 1	3,500.00 70.00 2
E026 Obtaining Cored Samples, Etc. 12 EA	Total Val.: Unit Price: Rank:	24,000.00 2,000.00 2	2,400.00 200.00 1
E026	Total Val.:	2,000.00	2,000.00

TABULATION OF BIDS
 CONTRACT NO. 8007

Construction of a 20" X 10" Diameter Wel

Bid Opening, 11/07/2023

Line Item Sh. Text Qty. in Base Unit	Material Mat. Group	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006221 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 Construction of a 20" X 10" Diameter We	6000006220 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Construction of a 20" X 10" Diameter We
Chemical Treatment 1 EA		Unit Price: Rank:	2,000.00 1	2,000.00 1
Total Quot.		Total Val.: Rank:	1,449,000.00 1	1,606,214.00 2

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/07/2023
 for Construction of a 20" X 10" Diameter Wel, 11:00 AM, prevailing time, Oakdale, New York

 John Deubel , Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. 0007

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Francis G Steffen	12 woodland Ave Mulligan Hill NJ 08062
Elizabeth Steffen	12 woodland Ave Mulligan Hill NJ 08062

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Steffen Drilling LLC
Signature:	<i>[Handwritten Signature]</i>
Name:	Francis G - Steffen

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	Steffen Drilling LLC
Business Address of Contractor:	P.O. Box 278 Glassboro, NJ 08028
Contact Person for Contract Follow-Up:	Francis G - Steffen
Business Contact Telephone:	347-445-7049
Cell Number:	347-445-7049
E-Mail Address:	francistrum@comcast.net
Fax Number:	856-417-3654
Federal Employee Identification Number:	272647576
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	11-5-23

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**Contract No. 8007 – Construct a 20”X10” Dia. Well (No 1A) Approx. 800’ Deep, Located at the
North Country Road Well Field, Miller Place. Town of Brookhaven
Bid Date: 11/07/2023**

CONTRACT DOCUMENTS SENT TO:

A.C. Schultes, Inc.	664 S. Evergreen Avenue	Woodbury Heights, NJ 08097 gusiv@acschultes.com
Delta Well & Pump Co., Inc.	97 Union Avenue	Ronkonkoma, NY 11779 Attn: Christopher M. Okon chriso@deltawell.com
Eagle Control Corp.	23 Old Dock Road	Yaphank, NY 11980 spominski@eaglecontrol.com
Layne Christensen Co.	1126 Lincoln Avenue	Holbrook, NY 11741 Bob.grecki@gcinc.com
Peconic Well & Pump	PO Box 1009	Hampton Bays reverserotary@aol.com
Steffen Drilling LLC.	PO Box 278	Glassboro, NJ 08028 francistrum@comcast.net

Present at Bid Opening:

John Milazzo, General Counsel
John Deubel, Purchasing Manager
Steve Blevins, Procurement Agent
Catherine Congiusta, Purchasing Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

I N T E R O F F I C E C O R R E S P O N D E N C E

DATE: November 7, 2023

TO: Jeff Szabo, Chief Executive Officer

FROM: Christopher Cecchetto, Chief Financial Officer 

SUBJECT: **JPMC Account Opening: Direct Debit & Payroll Direct Deposit**

On November 2, 2023, Suffolk County Water Authority (“SCWA”) was notified by HSBC that due to a “business decision”, all SCWA accounts at HSBC will be closed on December 12, 2023.

Currently, SCWA has four accounts with HSBC:

1. X7098 – currently utilized for customer billing direct debits; balance is swept daily/weekly to fund operations
2. X0530 – previously utilized to hold bond proceeds, currently with a \$0.00 balance
3. X3938 – previously utilized to hold bond proceeds, currently with a \$5,012.32 balance
4. X9131 – currently utilized to pay payroll via direct deposit

All balances noted above will need to be transferred to an account at a new bank and respective processes must be transitioned as well.

It is the recommendation of the Finance department to open one new account with J.P. Morgan Chase (“JPMC”) for direct debit billing purposes and to utilize an existing JPMC account for direct deposit payroll.

JPMC has had a long-standing relationship with SCWA and provides the scale and services required to operate efficiently and effectively. SCWA’s Information Technology department is familiar with JPMC data transmission protocols and processes. Furthermore, this will consolidate all payroll related banking and related processes with JPMC. Currently, the process is fragmented between JPMC and HSBC.

There is no cost associated with opening these accounts and there will be no “hard” fees associated with the additional services (direct debit and direct deposit); existing compensating balances at JPMC will cover all related costs.

If you are in agreement, please place on the agenda for the Board meeting to be held on November 16, 2023.

CC:ms
attachment

c: M. Litka, J. Milazzo, S. Galante, S. Hannan

FIN-23-099

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 6, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Transportation, NYS OGS Mini Bid No. 13727 (9) Ford F-350 Regular Cab 4x4 DRW with Fiberglass Utility Bodies & Plows
AWARD: Otis Ford Inc., \$871,739.64

The Transportation Department seeks approval to purchase 9 Ford F-350 Field Operator Trucks. In July 2023 the Authority issued Mini Bid No. 13727, that was conducted under the New York State Office of General Services (OGS) centralized contract for Vehicles Class 1-8 Group 40440, Award 23166. Three bids were received.

The bids were: Otis Ford Inc.: \$96,859.96 per unit, total estimated amount of \$871,739.64, Gabrielli Truck Sales LTD.: \$105,866.91 per unit, total estimated amount of \$952,802.19, and Hempstead Lincoln Mercury Motors (dba Hempstead Ford): \$102,855 per unit, total estimated amount of \$925,695. After reviewing the bids, Transportation recommends awarding the low bidder Otis Ford Inc.

In the current fiscal year, 2024, Otis Ford Inc. has been paid \$46,948.66 to date.

Please have the Board authorize payment to Otis Ford Inc.: in the amount of \$871,739.64.

Reviewed by:

D. Mancuso, Deputy CEO for Administration /
J. Kleinman, Director of General Services /
R. Lehning, Fleet Manager /

Purchasing Agent: S. Blevins

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 3, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Hauppauge Laboratory, High Vacuum Sterilizer
AWARD: Buxton USA, \$53,850

The Authority seeks to purchase a High Vacuum Sterilizer required for the new sample receiving area in the Hauppauge Laboratory. The services required do not include construction. The awarded firm is expected to furnish and deliver the equipment. The awarded firm, under agreement with the Authority, will install this new equipment also.

Quotes were solicited from firms, the responsive bidders are Buxton USA: \$53,850, Tuttnauer: \$54,205, Consolidated Sterilizer Systems: \$63,772.50. Quotes were also requested from Grainger and Sterilizers.com. None of the firms provided a quote.

After reviewing the quotes provided, Laboratory recommends awarding Buxton USA in the amount of \$53,850, provided Buxton conforms with SCWA's terms and conditions and insurance requirements.

Please have the Board authorize payment to Buxton USA in the amount of \$53,850.

Reviewed by:

T. Schneider, Laboratory Director

Purchasing Clerk.: D. Puma
Procurement Agent: S. Blevins

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 6, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Hauppauge Laboratory, Glassware Washer
AWARD: Fisher Scientific, \$8,876

The Authority seeks to purchase a replacement Glassware Washer required in the Hauppauge Laboratory. The services required do not include construction. The awarded firm is expected to furnish and deliver the equipment. Authority personnel will install the equipment.

Quotes were solicited from firms, the responsive bidders are Fisher Scientific: \$8,876, Grainger: \$11,758, and Cole-Parmer: \$12,104. After reviewing the quotes provided, Laboratory recommends awarding Fisher Scientific in the amount of \$8,876, provided Fisher Scientific conforms with SCWA's terms and conditions.

In the current 2023-24 fiscal year, the Authority paid approximately \$115,465 to Fisher Scientific. Under the Authority's Purchasing Policy, payment to Fisher Scientific must be approved by the Board because Fisher will receive more than \$10,000 from the Authority in the current fiscal year.

Please have the Board authorize payment to Fisher Scientific in the amount of \$8,876.

Reviewed by:

T. Schneider, Laboratory Director

Purchasing Clerk.: D. Puma
Procurement Agent: S. Blevins

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 6, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Laboratory, Agilent ICP OES Preventative Maintenance Services
AWARD: Agilent Technologies, \$27,571

The Suffolk County Water Authority utilizes Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP OES) for the analysis of metals such as iron and manganese in water samples. The three main components to each system are the spectrophotometer, a robotic autosampler, and a cooling system. Agilent are the original manufacturer for this equipment. The Lab seeks to purchase a Preventive Maintenance Services contract to for maintenance and preventative services for the equipment.

Preventive Maintenance services provide assurance of uninterrupted operation, can result in uncovering needed repairs that can be addressed immediately, and improve performance with enhanced sensitivity and precision, better efficiency, less rework. This is an agreement for two systems for three years. Agilent is the original manufacturer of the system, components, and the consumable parts to keep the ICP OES functioning. Agilent is the preferred vendor for the maintenance contract for the Agilent machine.

The agreement would be effective for a period of November 24, 2023 to November 23, 2026 and invoiced annually.

Laboratory recommends awarding Agilent Technologies in the amount of \$27,571, provided Agilent Technologies conforms with SCWA's terms and conditions.

Please have the Board select Agilent as the vendor of the maintenance contract in the amount of \$27,571.

Reviewed by:

T. Schneider, Laboratory Director

Purchasing Clerk.: D. Puma
Procurement Agent: S. Blevins

**SUFFOLK COUNTY WATER AUTHORITY
Laboratory**

I N T E R O F F I C E C O R R E S P O N D E N C E

DATE: November 7, 2023

TO: Jeffrey Szabo, CEO

FROM: Thomas Schneider, Director of Water Quality & Laboratory Services

SUBJECT: Request for Approval – Product Demo Agreement with Promochrom Technologies

The Laboratory is looking to enter into a product demo agreement with Promochrom Technologies to tryout one SPE-03 automated solid phase extraction unit. We are looking to update our current EPA method 525.3. The benefit of this unit is to increase productivity by allowing the Chemist's to run more samples with a quicker turnaround time. The current system does one sample at a time, where the Promochrom does eight samples simultaneously. The Promochrom also has an automated rinse cycle, and the current is done manually. With a smaller footprint and increased safety features, we believe the Promochrom is the right direction to go if it meets our specifications.

There is no cost to beta-test this machine for 30 days. At the end of the testing period, the machine can either be purchased or returned to Promochrom. The cost to purchase the machine is \$59,625. However, if the Authority decides to purchase the machine, Promochrom will discount the price by 25%, resulting in a \$44,718.75 purchase price.

Notwithstanding, at the end of the beta-test period, a decision can be made to issue an RFP for this type of machine.

With your approval we wish to present this to the Board for their approval.

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 8, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: **RCA (Not Screened) purchase – Stores**
AWARD: Laser Industries Inc. - \$30,000

The Stores Department seeks approval from the Board to spend approximately **\$30,000** for the purchase of RCA – Not Screened from the vendor Laser Industries Inc., on an as needed basis. Due to the increased use of this material, the storeroom has requested that a blanket order be in place, so they can call the vendor for delivery, as needed; instead of submitting a requisition for every order. Stores required that the supplier selected, have a less than 24-hour turnaround time for delivery.

The Purchasing Department obtained pricing and turnaround times from the three companies below, for 2,000 yards of RCA:

Laser Industries Inc. - \$30,000.00, 24-hour turnaround
D F Stone Contracting - \$40,000.00, 24-hour turnaround
LLL Industries - \$120,000.00, 24-hour turnaround

After providing a sample for the Storeroom Manager, Laser Industries offer was chosen for award, as the lowest bidder.

Please have the Board consider authorize purchasing RCA from Laser as described above.

Reviewed by:

D. Mancuso, Chief Human Resources Officer _
J. Kleinman, Director of General Services _

Purchasing Clerk: D. Puma
Purchasing Agent: V. Stewart

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 9, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Transportation, Purchase of Eight (8) Kubota B26TLB and Two (2) Caterpillar 302.7 - Construction Maintenance Equipment

AWARD: Malvese Equipment Co.- \$358,986.32 – Eight (8) Kubota B26TLB Tractor Loader Backhoes
H.O. Penn Machinery Co. Inc. - \$109,910 – Two (2) Caterpillar 302.7 Mini-excavator

The Transportation Department seeks approval to purchase Construction Maintenance equipment. The Transportation Department solicited quotes for eight (8) Kubota B26TLB tractor loader backhoes and two (2) Caterpillar 302.7 mini-excavators.

The pricing received for the Kubota B26TLB was as follows: Malvese Equipment Co. (under New York State Office of General Services Contract No. 69404) \$44,873.29 per unit, total estimated amount \$358,986.32. To test their price as is required under the Purchasing Policy, a quote for the machines was obtained from Wesco, Inc. Wesco's price was higher at \$50,750 per unit, total estimated amount \$406,000.

The Transportation Department also solicited pricing from the regional Caterpillar supplier for the Caterpillar mini-excavator. H.O. Penn Machinery Co. Inc, in accordance NYS OGS Contract No. PC66988, quoted \$54,955 per unit, total estimated amount of \$109,910. According to Transportation, H.O. Penn is the exclusive Caterpillar distributor for the Tri-state area. Given this, no other vendor can supply this machine to SCWA.

In the current fiscal year, 2024, Malvese Equipment Co. has been paid \$2,694.91 and H.O Penn has been paid \$5,763.06.

After reviewing the bids, Transportation recommends awarding the equipment as listed to Malvese Equipment Co. and H.O. Penn Machinery Co. Inc.

Please have the Board authorize the purchase of eight Kubota machines from Malvese Equipment at a total cost of \$358,986.32 and the purchase of two Caterpillar mini-excavators from H.O. Penn at a total cost of \$109,910.

Reviewed by:

D. Mancuso, Deputy CEO for Administration --
J. Kleinman, Director of General Services --
R. Lehning, Fleet Manager --

Purchasing Agent: S. Blevins

**New York State
Contract
PC# 69404**

B26TLB-V WEB QUOTE #2723424
Date: 11/9/2023 4:09:20 AM
-- Customer Information --
Lehning, Robert
Suffolk County Water Authority
robert.lehning@scwa.com
6312991691

Quote Provided By
MALVESE EQUIPMENT CO., INC.
John Zinno
232 E. Old Country Rd
Riverhead Riverhead, NY 11901
email: jzinno@malveseinc.com
phone: 5167794304

-- Standard Features --

-- Custom Options --



Loader / Landscaper Series B26TLB

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # D1105
Tier IV Certified
3 Cylinder
68.5 cu. in.
24.3 Gross HP ^
23.1 PTO HP ^
@ 2800 Engine RPM
Charging output 40 Amps
12 V - 36 Amp Hour Battery
Dual Element Air Cleaner

FLUID CAPACITY

Fuel Tank 8.2 gals.
Crankcase 3.2 qts.
Eng. Coolant 4.7 qts.
Fr. Axle Gear Case 4.7 qts.

POWER TAKE OFF

Live Independent Rear PTO
540 rpm @ 2768 Eng. RPM
SAE - 1-3/8, 6 splines

SAFETY EQUIPMENT

Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Spark Arrestor Muffler
Safety Start Switches
Electric Key Shut-Off
Hazard Lamps
SMV Sign

HYDRAULICS

Open Center - Gear Type
Total Pump Capacity 11.2 gpm
Includes Power Steering
Front / Rear Remotes 7.0 gpm

DIMENSIONS

Transport Length 16' 5"
Width 54.0"
Height to ROPS top 89.5"
Wheelbase 62.2"
Ground Clearance 13.8"

CAT I 3-Point Hitch

Lift Capacity
@ 24" behind 1,676 lbs.
Position Control - Standard
3-point linkage storage standard
3-point linkage optional

LIGHTING

2 Headlights
2 Rear Work Lights
2 Taillights / Turn Signals

FRONT AXLE

Bevel-Gear, 4 WD
Hydrostatic Power Steering
Cast Iron - Heavy Duty
Tread spacing, Non-adjustable

^ Manufacturer Estimate

INSTRUMENTS

Hour meter / Tachometer
Coolant Temp. Gauge
Fuel Gauge

REAR AXLE

Heavy Duty Axle w/ Differential Lock
Planetary Final Drives
Multiple Wet Disc Brakes

DRIVE TRAIN

3 Range HST
Low-Medium-High
Maximum Travel Speed 11.1 mph
Rear Differential Lock
No Clutch
Wet Disk Brakes
4 Wheel Drive

SELECTED TIRES

ABR8726 & BR8749
FRONT - 23x8.50-14 R4 Titan Trac Loader
REAR - 12.4-16 R4 Goodyear Sure Grip Lug

B26TLB-V Base Price: \$50,379.00

(1) 18" QUICK ATTACH TRENCHING BKT BT1973-18" QUICK ATTACH TRENCHING BKT	\$997.00
(1) 60" BOLT ON CUTTING EDGE TL2143-60" BOLT ON CUTTING EDGE	\$273.00
(1) BASE KIT AND FIRST LEVER / B26 B8027-BASE KIT AND FIRST LEVER / B26	\$589.00
(1) DOUBLE ACTING VALVE SECTION B8028-DOUBLE ACTING VALVE SECTION	\$294.00
(1) QUICK ATTACH COUPLER BT1970-QUICK ATTACH COUPLER	\$450.00
(2) RUBBER SHOE L9467-RUBBER SHOE	\$314.00
(1) 60" HEAVY DUTY QUICK ATTACH BKT TL2142-60" HEAVY DUTY QUICK ATTACH BKT	\$1,072.00
(1) FRONT LOADER FOR B26 TL500-FRONT LOADER FOR B26	inc.
(1) BACKHOE FOR THE B26 BT820V-BACKHOE FOR THE B26	inc.
Configured Price:	\$54,368.00
State of New York Discount:	(\$11,960.96)
SUBTOTAL:	\$42,407.04
Factory Assembly:	\$775.00
Dealer Assembly:	\$385.00
Freight Cost:	\$906.25
PDI:	\$400.00

Total Unit Price: \$44,873.29

Quantity Ordered: 5

Final Sales Price: \$224,366.45

**Purchase Order Must Reflect
the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Purchaser's Request to Provide Financing
(To be completed only if dealer is to provide financing)

The purchaser understands that the above Retail Purchase Order is on a cash price basis. The dealer will, however, attempt to provide financing for such purchase if purchaser so requests, pursuant to a separate finance contract on mutually acceptable terms, subject to normal credit qualifications. THE PURCHASER'S SIGNATURE AT THE BOTTOM OF THIS PARAGRAPH ACKNOWLEDGES THAT THE PURCHASER HAS REQUESTED THE DEALER TO PROVIDE SUCH FINANCING.

X _____
(Purchaser)

Purchaser has read all of the provisions on both the face and reverse side of this RETAIL PURCHASE ORDER, including the reference to warranty, as printed on forms 220191 for Tractors and Equipment and 220084 for Consumer Products. Purchaser agrees that all such provisions are part of this Order and that this order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Purchaser's signature hereto acknowledges that he/she has received and read a copy of the applicable warranty. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has

Conditions

1. DEALER SHALL HAVE THE RIGHT TO (a) REFUSE TO ACCEPT THIS ORDER, WITH OR WITHOUT CAUSE, AND RETURN THE CASH DOWN PAYMENT AND/OR THE USED EQUIPMENT, IF ANY, TAKEN IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE, OR (b) RESCIND ACCEPTANCE OF THIS ORDER IF PURCHASER'S STATEMENT OR REFERENCES ARE FOUND TO BE INACCURATE OR UNSATISFACTORY.
2. NOTWITHSTANDING THE PRICES SHOWN ON THE FACE OF THIS ORDER, WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE RETAIL PRICES TO BE PAID BY PURCHASER SHALL BE THE APPLICABLE RETAIL PRICES FOR THE ITEMS LISTED, IN EFFECT ON THE DATE OF DELIVERY THEREOF TO PURCHASER, PLUS ALL THEN APPLICABLE TRANSPORTATION, SALES; USE, EXCISE, FLOOR, PROCESSING OR SIMILAR TAXES NOT INCLUDED IN THE ESTABLISHED PURCHASE PRICE. IF THE RETAIL PRICE OF ANY ITEM LISTED ON THIS ORDER IS HIGHER ON DATE OF DELIVERY, THAN THAT SHOWN ON THE FACE OF THIS ORDER, PURCHASER SHALL HAVE THE PRIVILEGE OF ACCEPTING DELIVERY AT THE INCREASED PRICE OR CANCELLING THIS ORDER PRIOR TO ACCEPTING DELIVERY.
3. IF THIS ORDER IS CANCELLED BY PURCHASER, AS PERMITTED IN PARAGRAPH 2, OR ACCEPTANCE OF THIS ORDER IS RESCINDED BY DEALER AS PERMITTED IN PARAGRAPH 1, DEALER SHALL (a) PROMPTLY RETURN TO PURCHASER ANY CASH DOWN PAYMENT AND UNSOLD USED EQUIPMENT TAKEN BY DEALER IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE PROVIDED PURCHASER SIMULTANEOUSLY PAYS DEALER ITS COST OF RECONDITIONING SUCH USED EQUIPMENT, IF ANY PLUS FIVE PERCENT (5%) OF THE ALLOWANCE DEALER MADE TO PURCHASER FOR SUCH USED EQUIPMENT ON THE PURCHASE PRICE, TO COVER DEALER'S EXPENSE OF HANDLING AND STORAGE THEREOF; AND (b) PROMPTLY PAY TO PURCHASER THE SALES PRICE OF ANY USED EQUIPMENT TAKEN IN EXCHANGE BY DEALER AS PART PAYMENT OF THE PURCHASE PRICE WHICH HAS BEEN SOLD BY DEALER PRIOR TO SUCH CANCELLATION OR RESCISON, LESS DEALER'S COST OF RECONDITIONING SAME, IF ANY, AND LESS FIFTEEN PERCENT (15%) OF THE PRICE AT WHICH DEALER SOLD SAME, TO COVER COMMISSIONS, HANDLING, STORAGE AND OTHER EXPENSES.
4. DEALER SHALL NOT BE LIABLE FOR FAILURE TO DELIVER OR DELAYS IN DELIVERY RESULTING FROM STRIKES OR OTHER LABOR TROUBLES, MATERIAL OR LABOR SHORTAGES, DIRECT OR INDIRECT ACTS OF GOVERNMENT, PRIORITIES ESTABLISHED BY GOVERNMENT, VOLUNTARY OR COMPULSORY CURTAILMENT OF THE MANUFACTURER'S PRODUCTION, FIRES, FLOODS, STOPPAGES IN TRANSIT, EMBARGOES, ACTS OF GOD AND THE PUBLIC ENEMY, WAR, SABOTAGE, OR FAILURE OR REFUSAL OF DEALER'S DISTRIBUTOR OR OF THE MANUFACTURER TO DELIVER THE ITEMS ORDERED ON THIS ORDER, OR ANY OTHER CAUSE BEYOND THE DEALER'S CONTROL.

5. IF PURCHASER FAILS SATISFACTORILY TO SETTLE FOR THE ITEMS ORDERED WITHIN FIVE (5) DAYS AFTER PURCHASER HAS BEEN NOTIFIED THAT EHY ARE READY FOR DELIVERY, DEALER MAY CANCEL THIS ORDER AND RETAIN THE CASH DOWN PAYMENT AND RETAIL OR SELL THE USED EQUIPMENT TAKEN IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE, IF ANY, AS AND FOR DEALER'S LIQUIDATED DAMAGES.
6. IF SALE IS FOR CASH OR BY UNSECURED NOTE OR NOTES, TITLE TO THE ITEMS ORDERED SHALL VEST IN PURCHASER WHEN THE FULL PURCHASE PRICE IS PAID TO DEALER. IF SALES IS ON A TIME PAYMENT BASIS AND DEFERRED PAYMENTS ARE TO BE SECURED, PURCHASER SHALL EXECUTE SUCH DOCUMENTS AS DEALER MAY REQUEST, SUCH AS A CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE OR OTHER FORM OF SECURITY SATISFACORY TO DEALER, AND TITLE SHALL VEST IN PURCHASER WHEN AND AS THERIN PROVIDED.
7. PURCHASER ACKNOWLEDGES THAT NO WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED HAVE BEEN MADE TO HIM/HER WITH REFERENCE TO THE NEW ITEMS, HEREBY ORDERED, EXCEPT AS SET FORTH IN THE APPLICABE WARRANTY STATEMENT (220191 FOR TRACTORS AND EQUIPMENT; 220084 FOR CONSUMER PRODUCTS), OR WITH REFERENCE TO USED EQUIPMENT HEREBY ORDERED (WHICH IS PURCHASED "AS IS" IN ITS PRESENT CONDITION, SUBJECT ONLY TO REPAIRS, IF ANY, NOTED ON THE FACE HEREOF) OTHER THAN SPECIFIED ON THE FACE HEREOF.
8. PURCHASER AGREES TO ACCEPT THE ITEMS ORDERED WITH SUCH CHANGES IN DESIGN, MATERIALS AND/OR SPECIFICATIONS AS THE MANUFACTURER MAY MAKE THEREIN, BUT DEALER SHALL NOT BE OBLIGATED TO INCORPORATE IN THE ITEMS ORDERED ANY CHANGES IN DESIGN, MATERIALS ANDOR SPECIFICATIONS MADE BY THE MANUFACTURER IN SIMILAR ITEMS.
9. THIS ORDER IS NOT ASSIGNABLE BY PURCHASER WITHOUT DEALER'S PRIOR WRITTEN CONSENT. NO CHANGE, ALTERATION, INTERLINEATION OR VERBAL AGREEMENT OR PROMISE OF ANY KIND SHALL BE EFFECTIVE TO CHANGE, ALTER OR AMEND THE TRACTOR OR EQUIPMENT WARRANTIES HEREIN SET FORTH.
10. IT IS UNDERSOOD THAT THERE IS NO RELATIONSHIP OF PRINCIPAL AND AGENT BETWEEN THE DEALER AND THE MANUFACTURER AND THAT THE DEALER IS NOT AUTHERORIZED TO ACT, OR ATTEMPT TO ACT, OR REPRESENT HIMSELF, DIRECTLY OR BY IMPLICATION, AS AGENT OF THE MANUFACTURER, OR IN ANY MANNER ASSUME OR CREATE, OR ATTEMPT TO ASSUME OR CREATE, ANY OBLIGATION ON BEHALD OF OR IN THE NAME OF THE MANUFACTURER.



SALES CONTRACT

DATE Nov 08, 2023
From Quote# 134764

H.O. PENN MACHINERY COMPANY, INC.
 699 BRUSH AVENUE, BRONX, NY 10465 122 NOXON ROAD, POUGHKEEPSIE, NY 12603
 660 UNION AVENUE, HOLTSVILLE, NY 11742 225 RICHARD STREET, NEWINGTON, CT 06111
 783 BLOOMINGBURG RD., BLOOMINGBURG, NY 12721

BUYER	SUFFOLK CO WATER AUTHORITY			S	<SAME>
STREET ADDRESS	4060 SUNRISE HIGHWAY			H	
CITY/STATE	OAKDALE, NY	COUNTY	SUFFOLK	I	
POSTAL CODE	11769	PHONE NO.	631-589-5200	P	
CUSTOMER CONTACT:	EQUIPMENT			T	
	PRODUCT SUPPORT			O	

CUSTOMER #:	61748	Sales Tax Exemption # (if applicable)	GOVT NEED PO	CUSTOMER PO NUMBER:	
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PAYMENT TERMS:					
Financial Services	<input type="checkbox"/> CSC	<input type="checkbox"/> Lease	The first installment due upon invoice and the remaining installments on the same date of each month thereafter until paid.		
Sell Price:	\$54,955.00	Down Payment:	\$54,955.00	Balance To Finance:	0.00
F.O.B. AT:	Holtsville				
Number Of Payments:	0	Contract Interest Rate:	0.00	Payment Amount:	0.00
				Payment Period:	

TRADE-IN EQUIPMENT		SELL PRICE	\$54,955.00
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
		NET BALANCE DUE	\$54,955.00
		AFTER TAX BALANCE	\$54,955.00
		DOWN PAYMENT	\$54,955.00
		BALANCE TO FINANCE	0.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.
 BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

STOCK NUMBER:	SERIAL NUMBER:	MAKE:	MODEL:	YEAR:	SMU:	NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>
C0701-23	0CZ604804	CATERPILLAR INC	302.7 CPY	2023	1		
302.7 07A CR MHE CFG14B	616-1981	HYDRAULIC OIL, STD	601-7968	FLOORMAT, CANOPY, W/TRAVEL	594-7895		
TRAVEL LEVERS AND PEDALS	519-9283	STICK, LONG, W/ THUMB BRACKET	571-9090	PRODUCT LINK, CELLULAR PL243	573-9677		
2 WAY CONTROL	542-1495	LINES, BOOM W/O BLCV	573-8193	CAT KEY, WITH PASS CODE OPTION	525-4465		
DRAIN, ECOLOGY	546-1451	LINES, STICK W/O SLCV	573-8195	CWT EXTRA, LIGHT, 220LBS	602-9921		
SOFTWARE, PROPORTIONAL CONTROL	557-1709	UNDERCARRIAGE, FIXED, STD BLD	546-4437	BLADE, FIXED, WOCE	579-7101		
SOFTWARE, STICK STEER CONTROL	557-1710	TRACK, 12", RUBBER	566-2912	LINES, 1ST AUX, LONG STICK	575-5025		
SOFTWARE, CODED START	557-1713	CONTROL, 1ST AUX, JOYSTICK	546-4440	LIGHTS, LED, FRONT&REAR	521-9512		
ALARM, TRAVEL	558-1744	LINES, BUCKET, LONG STICK	575-2767	WATER JACKET HEATER, 120V	519-8302		
BOOM, STANDARD	571-9081	BOOM LIGHT, LED	580-7200	SEAT BELT, 3" RETRACTABLE	599-7202		
LINKAGE, BUCKET, W/LIFTING EYE	571-9086	CANOPY, ROPS	552-5482	SERIAL # J2J41480	EN-GINE		
ENGINE, EPA TIER 4F	577-9795	SEAT, SUSPENSION, VINYL	519-9266	24" BUCKET	396-9307		
ACCUMULATOR	588-2227	MONITOR NEXT GEN, NO CAMERA	580-7179	20" BUCKET	396-9306		

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months or 2,000 hour Full Machine 60 Months or 3,000 Hours - Premier		ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE: Warranty applicable:	

CSA:
 NOTES:

This agreement is subject to the terms and conditions on page 2 attached hereof, including but not limited to the applicable warranties as stated in the separate Warranty Certificate. The first and second page of this contract together with warranties constitute the entire agreement between the parties. The Seller's obligation to perform under this agreement is conditioned upon the Buyer's compliance with the terms hereof.
 This contract is not binding upon Seller until same is approved by an officer of the Seller and is subject to change or withdrawal until so approved. ONCE APPROVED BY AN OFFICER OF SELLER, THIS CONTRACT IS NOT SUBJECT TO CANCELLATION.

Receipt of an executed copy of this SALES CONTRACT/Terms and conditions is hereby acknowledged.

SUFFOLK CO WATER AUTHORITY
 (Signature of Purchaser if Individual or Partnership; Typed Name, if Corporation)
 By _____
 Signature and Title of Purchaser
 Print Name _____

Accepted:
H.O. PENN MACHINERY COMPANY, INC.
 By: _____
 Approved by: _____

BUYER hereby acknowledges that Seller has offered to him for sale certain SAFETY EQUIPMENT or devices which attach to the equipment and operational manuals and/or instructions for the equipment sold hereunder, and Buyer hereby releases and discharges Seller from any liabilities which Buyer might hereafter claim against Seller by reason of Seller's failure to advise Buyer of the availability of said safety equipment or devices and operational manuals and/or instructions.

Buyers Initials

TERMS AND CONDITIONS

- 1. INSURANCE** - Purchaser agrees to provide a policy of insurance on the machinery and equipment for the terms of the contract on any renewals or extensions thereof for the full insurable value against fire and theft with extended or combined additional coverage. Purchaser shall on request deliver to seller the policies or evidence of insurance showing losses if any payable to seller. Said endorsement shall provide for a minimum of ten (10) days notice of cancellation to Seller. The Seller shall have the sole and exclusive right to determine whether or not the equipment shall be repaired and the Seller shall have the exclusive right to compromise, settle or release any claims arising out of said loss.
- 2. TAXES** - Purchaser shall promptly pay all taxes, assessments, license fees, and other charges when levied or assessed against the machinery or the ownership or user thereof, or this contract or any accompanying note.
- 3. THE SELLER SHALL NOT BE RESPONSIBLE FOR DELAY IN DELIVERY** or any other non-performance of this agreement due to force majeure or labor disputes, or due to any other or dissimilar cause beyond its control. Including, but not limited to, unavailability of transportation, shortage of materials, delay in delivery, or failure to deliver by Seller's suppliers, and Seller's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Seller may store the equipment at Purchaser's expense and risk, and if on Premises controlled by Seller, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage shall be deemed delivery for the purpose of this contract. The Seller assumes no liability nor will make any allowance for repairs or alterations unless some are made with Seller's written consent or approval.
- 4. EQUIPMENT MANUFACTURED BY OTHERS THAN THE SELLER** is sold exclusively under such warranty as the manufacturer may give to the Seller and to the extent enforceable by the Seller.
- 5. THE SELLER IS NOT RESPONSIBLE FOR CLAIMS** based upon downtime, overhead, labor, damage to machinery, spoilage and loss of production or profit, or for consequential damages for any cause arising out of or in connection with this agreement.
- 6. ALL CLAIMS FOR SHORTAGES AND FOR DAMAGED EQUIPMENT** must be made in writing within Ten (10) Days after delivery. The Purchaser must also file claim within the same period with the transporting common carrier and with its insurance company. If the shortage is due to failure to ship, or if the equipment is shipped in a damaged condition. The Seller's only obligation will be to make good the shortage f.o.b. its plants, or replace the damaged parts f.o.b. Seller's plant, the Purchaser to return the damaged equipment to the Seller upon the Seller's request f.o.b. Purchaser's Plant.
- 7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE TITLE** to the above mentioned machinery and/or equipment and all replacements thereof and additions thereto shall be and remain in the Seller or its assigns until the full purchase price is paid in cash, or until any notes given in whole or in part to represent the purchase price, or any modifications, extensions or renewals of said notes and interest are fully paid in cash. The machinery and equipment shall remain personal property and title thereto shall remain in the Seller exclusively until the purchase price therefore is fully paid. The Purchaser shall do no act or thing whereby Seller's title or rights may be encumbered or impaired. To secure the payment and performance of Purchaser's obligations to Seller under this Contract and to secure all other obligations of every kind and nature that Purchaser may owe to Seller or any of its assignees now or in the future, Purchaser grants to Seller a continuing first priority security interest in the machinery and equipment ordered, including all attachments, accessories and optional features for such machinery and equipment (whether or not installed on the machinery and equipment) and all substitutions, replacements, additions and accessions, and the proceeds of all the foregoing. This Contract constitutes a security agreement and Purchaser will, at Purchaser's expense, do any act and execute, acknowledge, deliver, file, register and record any documents that Seller deems desirable to protect its security interest in any machinery and equipment and Seller's rights and benefits under this Contract.
- 8. EXCEPT UPON WRITTEN CONSENT OF THE SELLER** no third party shall acquire any right to said machinery and/or equipment, either by purchase or as security, or by its being attached to the realty, nor without such written consent shall the machinery and/or equipment be allowed out of the Purchaser's possession or control, or be removed, during the life of the contract. From the county or filing district where the same is first delivered for use.
- 9. DEFAULT** - The unpaid purchase price, including any commercial paper delivered by the Purchaser, shall become immediately payable at Seller's option if the Purchaser defaults on any payment, or in furnishing or extending any letter of credit as required by the terms of payment herein, or if Seller, in its judgment, determines that Purchaser's credit is unsatisfactory, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Purchaser, or should the said equipment be seized upon execution or other attachment proceedings against the Purchaser or his assigns. The Seller or its assigns, at its election, shall have the further right, without notice or liability or legal process, except where required by law, to enter any premises of, or under control or jurisdiction of Purchaser, or any agents of Purchaser, where said equipment may be, or by Seller believed to be, and repossess the equipment, using all force necessary, and permitted by applicable law so to do, and Purchaser hereby expressly waives all further right to possession of the equipment and all claims for injury suffered through loss caused by, such repossession. Purchaser waives all right of demand, presentment and notice, except as stated, and agrees that in the event Seller shall successfully bring suit to recover any monies due and to become due hereunder, or for possession of the equipment, it will pay, as reasonable attorney's fees. Twenty (20%) Percent of the amount owed. In addition to the statutory court costs. The Seller shall have any and all of the additional remedies of a secured party under the Uniform Commercial Code.
- 10. THE PURCHASER WILL NOT CHANGE OR REMOVE** any insignia or lettering on the equipment and shall conspicuously identify each item of the equipment by suitable lettering thereon to indicate Seller's ownership until said equipment is fully paid.
- 11. ANY REPRESENTATION, ORAL OR WRITTEN, ANY EXPRESS OR IMPLIED WARRANTIES**, including, but not limited to warranties of merchantability or fitness for a particular purpose, and any terms or conditions which are not set forth herein are hereby excluded and shall be of no effect. This agreement contains the entire agreement between Sellers and Purchaser and can be modified and rescinded only by a writing signed by both parties. No waiver of any provision of this agreement shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Failure of either party to insist on strict performance of this agreement shall not be construed as a waiver of any terms or conditions thereof.
- 12. PURCHASER'S REPRESENTATIONS AND ACKNOWLEDGEMENTS** - Purchaser represents and warrants to Seller that (a) Purchaser will use the machinery and equipment ordered for business purposes only and not for personal, family or household use; (b) all credit, financial and other information submitted by Purchaser to Seller in connection with this Contract is and will be true, correct and complete; and (c) Purchaser will not change its name, principal place of business or primary residence and, if a business entity, state of formation or form of business organization (including any merger, consolidation, reincorporation or restructure) without prior written notice to Seller. Purchaser acknowledges and agrees that Seller may share any of Purchaser's information provided by it or gathered by Seller with Cat Financial and any affiliate of Cat Financial that has or may extend credit to Purchaser and with any assignee (as such term is defined in Section 18).
- 13. ANY ATTEMPTED ASSIGNMENT** of this contract by the Purchaser without the written consent of the Seller shall be void.
- 14. THIS CONTRACT SHALL BE GOVERNED** by the laws of the State of New York, Connecticut, Mass, or R.I., whichever is applicable, especially the Uniform Commercial Code as enacted by those states, whether or not the same is presently in force.
- 15. IF ANY PROVISIONS OF THIS CONTRACT** be held invalid the remainder of the contract shall remain in full force and effect.
- 16. THE PURCHASER SHALL COMPLY WITH LAWS AND REGULATIONS** relating to the possession, use or maintenance of the equipment, and shall keep the machinery and/or equipment in good repair and free from all liens and/or encumbrances, and shall assume all charges for storage. It is expressly agreed that there are no promises, agreements or understandings outside of this contract, and that no agent or salesman has any authority to obligate the Seller by any terms, stipulations or conditions not herein expressed. This contract is contingent upon strikes, fires, accidents or delays unavoidable or beyond Seller's reasonable control.
- 17. AT THE REQUEST OF THE SELLER, PURCHASER WILL JOIN WITH SELLER IN EXECUTING ONE OR MORE FINANCING STATEMENTS** pursuant to the Uniform Commercial Code in form satisfactory to Seller. Purchaser authorizes Seller or its assigns to file a financing statement signed only by Seller or its assigns in all places where necessary to perfect Seller's security interest in the machinery and equipment in all jurisdictions where such authorization is permitted by law.
- 18. ASSIGNMENT TO CATERPILLAR FINANCIAL SERVICES CORPORATION; SUBSEQUENT ASSIGNMENTS** - Upon the parties' execution of this Contract, this Contract may be assigned to Caterpillar Financial Services Corporation ("Cat Financial") without notice. Thereafter, Cat Financial may assign, sell or encumber all or any part of this Contract without notice. Upon Seller's assignment to Cat Financial, Cat Financial will have all the rights and remedies of Seller hereunder and all of Purchaser's agreements, representations and warranties will be deemed to have been made to Cat Financial with the same force and effect as if it were an original party to this Contract. If Cat Financial subsequently assigns, sells or encumbers its interest in this Contract to a third party, "Seller" will refer to such third party or any subsequent assignee of such third party (such third-party and any subsequent assignee are each referred to herein as an "assignee"), and assignee will have all the rights and remedies of Seller hereunder and all of Purchaser's agreements, representations and warranties will be deemed to have been made to such assignee with the same force and effect as if it were an original party to this Contract. Purchaser agrees to settle all claims, defenses, setoffs, counterclaims and other disputes of any kind Purchaser may have with Seller hereunder or the manufacturer of the machinery and equipment ordered directly with Seller or the manufacturer of the machinery and equipment ordered, as the case may be. Purchaser will not assert or allege or make any such claim, defense, setoff, counterclaim or other dispute against Cat Financial or any assignee or with respect to the payments due Cat Financial or such assignee under this Contract. If requested, Purchaser agrees to assist Seller in the assignment of any of the rights under this Contract and will sign a notice of assignment in a form approved by Cat Financial or any subsequent assignee, as the case may be. Purchaser acknowledges that Cat Financial is not related to Seller and Cat Financial has no knowledge or information as to the condition or suitability of the machinery and equipment ordered for Purchaser's purposes.
- 19. PAYMENT** in full is due on or before delivery unless otherwise stated in the contract and/or purchase order. A service charge of 1.5% per month (or the lawful maximum) will be charged on all balances not paid when due.
- 20. THE PURCHASER AGREES TO INDEMNIFY** and save harmless the Seller against loss or expense by reason of any liability imposed by law upon the Seller for damage because of Bodily Injuries including death at any time resulting therefrom accidentally sustained by any person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence of the Seller, his or their employees or agents or any other person.
- 21. DOCUMENTATION FEES** Purchaser is responsible for any and all Documentation Fees including the \$500.00 finance company documentation fee set forth on first page of this agreement. Purchaser is also responsible for fees arising from UCC filings and the preparation and filings of related documents.
- 22. DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES.** There are no warranties by or on behalf of Lessor. The Lessee Acknowledges that Lessee has selected the equipment covered under this lease. The Lessee agrees that Lessor has made and makes no representations or warranties of any kind or nature directly or indirectly, expressed or implied, as to any matter whatsoever, including but not limited to the suitability of such equipment, its design, its capacity, its durability, its fitness for any particular purpose, its merchantability, its condition, its quality, any latent defects, any patent infringement, and/or any failure of the equipment to comply with the requirements of any law, rule or specification pertaining hereto. As between Lessee and Lessor (and assignee as defined herein), Lessor leases the equipment as is and with all faults. Lessor (and assignee if applicable) shall not be liable to the lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by the equipment or by any delay or failure to provide any use thereof, or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever. Lessor shall have no obligation to install, erect, test, adjust, repair or service the equipment. In the event that the equipment does not operate as represented or warranted by Lessor or manufacturer or is unsatisfactory for any reason, the lessee shall make any claim on account thereof solely against the manufacturer, as Lessee hereby agrees that shall have no claim whatsoever against the lessor, including but not limited to the equipment's failure to properly perform or any damaged arising therefrom.
- 23. ORIGINAL DOCUMENT; SURVIVAL:** - A photocopy or facsimile of this Contract will be legally admissible under the "best evidence rule." A signed copy of this Contract and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered. All Purchaser's obligations under this Contract survive the expiration or termination of this Contract if necessary to give full effect to the terms of this Contract.

INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat@ Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company Name

Your Name

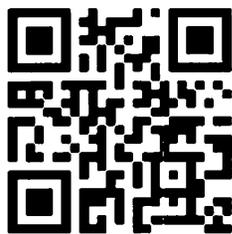
Email

Signature

Date

Would you rather fill this out electronically?

Scan this QR code or go to www.hopenn.com/data to electronically fill out this form





Nov 08, 2023

SUFFOLK CO WATER AUTHORITY
4060 SUNRISE HIGHWAY
OAKDALE, New York 11769

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc Model: 302.7 CPY Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C0701-23

SERIAL NUMBER: 0CZ604804

YEAR: 2023

SMU: 1

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

Kevin Kennedy
Machine Sales Representative
KKennedy@hopenn.com
(516) 314-7144

One (1) New Caterpillar Inc Model: 302.7 CPY Excavator with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C1.1 turbo engine -(U.S. EPA Tier 4 Final/EU Stage V) -Automatic engine idle -Automatic engine shutdown -Automatic two speed travel -Fuel water separator

UNDERCARRIAGE -Track, 300 mm (11.8") -Dozer blade with float -Tie downs on track frame -

HYDRAULICS -Variable displacement piston pump -Smart tech electronic pump -Load sensing/flow sharing hydraulics -Accumulator -Automatic swing brake -Auxiliary hydraulic lines -Hydraulic lockout - all controls -One and two way auxiliary flow -Continuous auxiliary flow -Auxiliary line quick disconnects -Bio oil capable -

ELECTRICAL -12 volt battery -Software (machine and monitor) -Maintenance free battery -Battery disconnect -Signaling/warning horn -12 volt power socket

OPERATOR ENVIRONMENT -Product link PLE243 (regulations apply) -Cab sound pressure 94dB(A) ISO 6395 -Coat hook -Next generation color LCD monitor (IP66) --Fuel level and coolant -temperature gauges --Maintenance and machine monitoring --Performance and machine adjustments --Numeric security code --Multiple languages --Hour meter with wake up switch -Cup holder -Utility space for mobile phone -ROPS - ISO 12117-2:2008 -TOPS - ISO 12117:1997 -Top guard ISO 10262: 1998 Level I -Adjustable wrist rests -Retractable high visibility -seat belt 75mm (3") -Removable washable floormat -Tilt operator station -Storage pocket -Skylight -Mounting bosses for front guard

OTHER STANDARD EQUIPMENT -Caterpillar corporate "one key" system -Door locks on cab door and external -enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine -Joystick travel and steering mode -Travel cruise control -Boom light -

INSTRUCTIONS -REGIONAL STANDARD EQUIPMENT INCLUDES -United States and Canada --Control pattern changer -South America --Control pattern changer -Australia and New Zealand --Control pattern changer -S.E Asia --Control pattern changer -

MACHINE SPECIFICATIONS

302.7 07A CR MHE CFG14B	616-1981
TRAVEL LEVERS AND PEDALS	519-9283
2 WAY CONTROL	542-1495
DRAIN, ECOLOGY	546-1451
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
ALARM, TRAVEL	558-1744
BOOM, STANDARD	571-9081
LINKAGE, BUCKET, W/LIFTING EYE	571-9086
ENGINE, EPA TIER 4F	577-9795
ACCUMULATOR	588-2227
HYDRAULIC OIL, STD	601-7968
STICK, LONG, W/ THUMB BRACKET	571-9090
LINES, BOOM W/O BLCV	573-8193
LINES, STICK W/O SLCV	573-8195
UNDERCARRIAGE, FIXED, STD BLD	546-4437
TRACK, 12", RUBBER	566-2912
CONTROL, 1ST AUX, JOYSTICK	546-4440
LINES, BUCKET, LONG STICK	575-2767
BOOM LIGHT, LED	580-7200
CANOPY, ROPS	552-5482
SEAT, SUSPENSION, VINYL	519-9266
MONITOR NEXT GEN, NO CAMERA	580-7179
FLOORMAT, CANOPY, W/TRAVEL	594-7895
PRODUCT LINK, CELLULAR PL243	573-9677
CAT KEY, WITH PASS CODE OPTION	525-4465
CWT EXTRA, LIGHT, 220LBS	602-9921
BLADE, FIXED, WOCE	579-7101
LINES, 1ST AUX, LONG STICK	575-5025
LIGHTS, LED, FRONT&REAR	521-9512
WATER JACKET HEATER, 120V	519-8302
SEAT BELT, 3" RETRACTABLE	599-7202
SERIAL# J2J41480	EN-GINE
24" BUCKET	396-9307
20" BUCKET	396-9306
MANUAL PG COUPLER	361-1093
HYDRAULIC THUMB	291-1429
SPARE PINS, 35MM	154-2683
HAMMER, B4S	532-9204
BRACKET, HAMMER	532-9057
LINES, HAMMER	532-9087

WARRANTY & COVERAGE

Standard Warranty:	24 Months or 2,000 hour Full Machine
Extended Coverage:	60 Months or 3,000 Hours - Premier

SELL PRICE	\$54,955.00
NET BALANCE DUE	\$54,955.00
AFTER TAX BALANCE	\$54,955.00

F.O.B/TERMS:
Holtsville

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$54,955.00	\$54,955.00

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE CORRESPONDENCE

DATE: November 9, 2023
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Production Control Building HVAC Upgrades
Professional Services – System Design
AWARD: DVM Industries: \$18,000

The HVAC systems serving the Production Control building are beyond their useful life and need to be replaced. Following assessment by our BMS consultant, three units were identified as soon to fail and are not managing the HVAC as intended upon original design. The Facilities Department recommends retaining an entity with experience designing these systems to evaluate the current systems, the buildings requirements and prepare plans and specifications for replacement systems.

Facilities solicited for these services and received responses; the pricing estimated is as follows: DVM Industries: \$18,000, Setty: \$50,652, and Island Engineering, PLLC: \$30,000.

Upon review of the quotes received, Facilities recommends awarding the bid to DVM Industries.

Please have the Board authorize retaining DVM Industries, in the amount of \$18,000, and execution of an agreement acceptable to Authority counsel.

Reviewed by:

D. Mancuso, Deputy CEO for Administration —
J. Kleinman, Director of General Services —

Purchasing Agent: S. Blevins



Jeff Kleinman
Director of General Services
Suffolk County Water Authority

In accordance with your request for proposal on October 11, 2023 we herewith submit our proposal for HVAC, electrical, and plumbing professional engineering services for the above-referenced project.

ARTICLE I — PROJECT DESCRIPTION

A. The building space is existing to remain. The scope for this project is to replace existing equipment labels PC-1 and PC-2, and update any electrical and plumbing requirements.

B. We will participate in a field survey of the existing site in order to evaluate existing conditions and infrastructure.

C. The new air conditioning will be provided as required and will be connected to the Landlord's existing building system. We will prepare HVAC demolition and construction drawings and specifications for the fit out of the space including new air conditioning units (if required), duct design, exhaust fans, and air distribution. We will provide final bid package and signed and sealed drawings based on the owners comments.

D. The existing utility power distribution system will remain and be modified as required. New distribution panels, branch circuiting, etc. will be provided as required. The existing fire alarm system will be expanded and modified as required if possible. We will prepare Electrical demolition and construction drawings and specifications for the fit out of the space including utility power distribution, and lighting power distribution. We will provide final bid package and signed and sealed drawings based on the owners comments.

E. The existing sanitary, cold water, hot water, and vent piping distribution systems will remain and be modified as required. New distribution piping will be provided and connected to the existing systems. We will prepare Plumbing demolition and construction drawings and specifications for the fit out of the space including miscellaneous plumbing requirements such as bathrooms, pantries, sinks, and drinking fountains. We will provide final bid package and signed and sealed drawings based on the owners comments.

F. The existing sprinkler fire protection system will remain, and be modified as required. Head relocations and new branch piping will be provided as required. Hydraulic calculations have been excluded.

G. Provide Construction support for the project by attending virtual meetings as required and aiding in the resolution of coordination's issues that arise as a result of unforeseen issues or errors and omissions. Provide a punch list at substantial completion of the installation work.

Review shop drawings and as-built drawings.

ARTICLE II — SCHEDULE

A. We have assumed the following schedule, based upon a project start date of TBD, 2023.

B. The schedule for the design phase includes the issuance of documents, based upon receipt of final architectural backgrounds, as follows:

<u>Description</u>	<u>Receipt of Final Architectural Backgrounds</u>	<u>Expected Completion Date</u>
Design Development	TBD, 2023	TBD, 2023
Construction Documents	TBD, 2023	TBD, 2023

C. Completion of construction and our services is scheduled to be TBD, 2023.

ARTICLE III — BASIC ENGINEERING SERVICES

A. We will attend one (1) conference during the design phase of the project with you, your representatives and others, as required to advance the design and coordinate with other Consultants. We have included within our fee a total of four (4) man-days for design phase meetings. For the purposes of this paragraph, a man-day is defined as an eight-hour day.

B. We will prepare demolition and construction drawings and specifications for the mechanical, electrical, and plumbing work for the project.

C. We will base our services on existing base building documents for the mechanical and electrical systems, as well as base building structural and architectural documents, which will be furnished to us by you or your representatives.

D. We understand that the design, specifications and documentation (raceways, cable, etc.) for the audio-visual, security, telecommunications systems, food service, interior lighting, exterior lighting and lighting control systems are included as part of other design teams' scope of work. We will design and specify the electrical power required to serve those systems and equipment being designed by others as part of our scope. We will coordinate our services with all other Consultants. Please note that in order to meet the project schedule; we require final documents for our coordination with these services at least two (2) weeks prior to the issuance of drawings to be incorporated into the applicable phase of the project.

E. We will field survey the existing building systems for coordination with new work required for this project.

F. The production of our drawings will be in AutoCAD.

1. We will be provided AutoCAD backgrounds for our work by you
2. Each new set of drawings (progress, construction documents, addendums, bulletins, revisions, etc.) will be sent electronically and will be accompanied by one (1) set of prints.

3. Architectural Background Requirements

a. Backgrounds will be created in AutoCAD and submitted in an unbound state with architectural components separated into individual files. The following is a list of required plans with necessary architectural components:

- | | |
|----------------------------------|------------------------------------|
| 1) <i>Reflected Ceiling Plan</i> | 2) <i>Power and Telephone Plan</i> |
| Core | Core |
| Partitions | Partitions |
| Rooms Names | Rooms Names |
| Ceiling Grid | Electrical Power Outlets |
| Ceiling Height Tags | Telecom Outlets |
| Lighting Fixtures | Raised Floor |
| Lighting Fixture Tags | Furniture |
| Sprinklers | Equipment |
| Diffusers | |

G. We will amend our Construction Documents in accordance with Landlord review comments.

H. Upon completion of each formal phase of the project as described in Article II above, we will participate in reviewing the cost estimates for the project and in identifying and evaluating value engineering measures that are appropriate for the project. Capital cost estimates for these measures will be provided by others. We will incorporate value engineering measures that are accepted by the Owner up to and including the Design Development Phase of the project. After this phase, value engineering changes will be an additional service.

I. We will assist the prospective bidders with respect to interpretation and clarification of the Construction Documents, and will assist in evaluating the bids or negotiated proposals for work associated with our services, if requested, during the bid and award period.

J. During the construction phase, we will provide the following basic services:

1. Prepare all documents necessary for filing with the authorities, but not be responsible for the filing of documents or the payment of any filing or inspection fees.
2. Respond to Contractors' questions requiring clarification of our Contract Documents.
3. Attend bi-weekly construction meetings.
4. Check shop drawings for work associated with our services.
5. Observation visits will be made to the site at times to be mutually determined by your representatives and ours. We will endeavor by this general observation to inform you of defects and deficiencies in the work of the Contractors performing work designed by us, but we do not guarantee the performance of their Contracts. Our observation is to be distinguished from the continuous on-site inspection of a Clerk-of-the-Works. Our services shall not be construed as obligating us to determine or supervise the means and methods of construction nor make us responsible for providing a safe place for the performance of the work or for the performance of safe practices by the Contractors or the Contractors' employees.
6. Review "as-built" submittals provided by the Construction Manager or General Contractor.

K. We will furnish to the Owner copies of our digital drawings and specifications, but updating of these documents to reflect the "as-built" conditions is not included in the base scope of services.

ARTICLE IV — ADDITIONAL ENGINEERING SERVICES

A. The following services are not included within this fee proposal:

1. Participation in reviewing Lease documents, term sheets, and/or utility (gas, water, electric, steam, etc.) purchasing agreements.
 2. Engineering services for construction cost budgeting.
 3. Engineering services for telecommunications, audio/visual or security systems, including the documentation of cabling and/or raceways for the audio-visual, security, and/or telecommunications systems.
 4. Flow tests for the sprinkler system.
 5. Services that may be required to participate in any local energy incentive funding programs offered including preparation of rebate forms, rebate applications, etc., for the project.
 6. Design and documentation of a pre-action sprinkler system(s) or gaseous suppression system(s) for the project.
 7. Design and documentation of lighting, dimming and associated lighting control systems and design of emergency egress lighting and/or compliance with the State Energy Code(s) for areas in which we are NOT the Lighting Designer.
 8. Preparation of energy models of the HVAC systems in order to estimate annual energy consumption and energy costs that are associated with the design.
 9. Design services required to modify, add or upgrade building utility services and to bring same to the space from other locations within the building, including chilled water, condenser water, kitchen exhaust, hot water, steam, UPS power, emergency power, normal power, telecommunications conduit, etc. It is assumed that the capacities of the existing core and shell systems are adequate to satisfy the occupancy needs and that such service capacity, at the required characteristics, are available at the core walls of each floor of the Premises.
 10. Changes to the scope of the Construction Phase documentation services in progress or changes after the design is complete as a result of revised requirements, value engineering or changes in scope that necessitate additional services by us, or to incorporate any changes required due to Contractor-initiated cost saving items agreed to during the Bid Phase.
 11. Preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
 12. Commissioning of the HVAC and/or electrical equipment, other than observation during startup by the installing Contractor.
 13. Additional Construction Phase representation beyond that included in Article III above or any time spent after the completion of construction date listed in Article II.
 14. Updating our documents (drawings, specifications, etc.) to reflect "as-built" conditions.
 15. Any other services we mutually determine necessary.
-

ARTICLE V — FEES

B. For the Scope of Services outlined in Articles I and III above, within the schedule in Article II, we will be paid a lump sum fee of Eighteen Thousand Dollars (\$18,000.00); as follows:

1. We will be paid per the enclosed fee schedule for each phase of the project with the aggregate for each phase not exceeding the following:

Design Development Phase	50%
Construction Document Phase	40%
Construction Phase	<u>10%</u>
Total	<u>100%</u>

C. Additional Services as described in Article IV above will be billed on a mutually agreed lump sum fee basis or on a time basis in accordance with the Schedule of Rates herein below:

<u>Title</u>	<u>Billing Rate Per Hours</u>
Principles (P.E)	\$240.00
Associate Partners	\$200.00
Engineers	\$140.00
Designers	\$100.00
CAD Operators	\$85.00

D. This Schedule of Rates is valid through December 31, 2023, after which time, the rates used for all time-based services will be as per the current Schedule of Rates in effect at the time the services are rendered. If our design services are not completed by the dates listed in Article II, and the overall project is not completed by the date listed in Article II, work performed after said dates shall be billed on a time basis in accordance with the applicable rate schedule.

ARTICLE VI — REIMBURSABLES

A. We will be paid for all reproductions at our standard billing rates for providing CAD plots, including plots of all drawings forwarded to us by electronic means (E-mail, web server, FTP site, etc.), black-and-white prints, transparencies, and the like, and for delivery services.

B. We will be paid 1.1 times our direct costs for the following expenses:

1. Any express delivery services (Federal Express, D&M, Airborne, Express Mail, etc.) and outside delivery services.
2. Travel (including gas and tolls) and subsistence costs for any travel to the site which the project may require.
3. Any special consultants — for example, an Acoustic Consultant, Testing Consultant, etc. — whom we may retain with your consent.

C. We estimate, but cannot guarantee, that our reimbursable expense bill will be **One Thousand Five Dollars (\$1,500.00)**. This estimate assumes that all plotting and printing for the project will be performed by our in-house blueprinting service. Included in our estimate as a reimbursable expense is the plotting and printing of documents prepared by other members of the team received by this office in electronic format. This estimate does not include the expense of any special Consultants.

D. We will bill you monthly for reimbursable expenses.

ARTICLE VII — TERMINATION

A. If our Contract is terminated for any reason, we will be paid our pro rata share of any fees and all reimbursable expenses, for all services up to and including the time of the termination, and for all demobilization fees and reimbursable expenses.

ARTICLE VIII – STANDARD OF CARE

A. The standard of care for all professional services performed or furnished by this consultant under this agreement will be the care and skill used by members of consultants profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this agreement or otherwise, in connection with consultant's services.

ARTICLE IX – LIMITATION OF LIABILITY

A. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of consultant and consultant's partners, employees, agents and subcontractors to the client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to the consultant's services, this agreement or any addenda, from any cause or causes, shall be limited to the insurance coverage in effect at the time of the claim or the total compensation received by the consultant whichever is lower.

ARTICLE X – COST RECOVERY

A. It is understood by all parties of this agreement, that no set of construction documents is perfect and without errors. The level of completeness can also be impacted by special delivery methods such as early foundation packages or fast track documents. The Client agrees to set aside a contingency applicable to the value of similar projects of scope and complexity for the project to address potential change order costs. The client agrees not to sue or bring claim directly or indirectly against the design professional on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved change orders, unless the costs of such exceed an industry standard percentage of construction cost agreed upon by both parties or 3%. Any responsibility of the design professional for costs of change orders in excess of the contingency is to be determined on the basis of applicable contractual obligations and professional liability standards and that nothing in the contract changes the professional liability standard for determining if the design professional is liable in excess of the percentage. The aggregate amount does not include costs that the project owner would have incurred if the work covered by the change order had been included originally.

ARTICLE XI — ASSIGNMENT

A. This agreement shall not be assigned by either party without written consent of the other. A change in our firm's membership of one or more Partners shall not constitute an assignment.

Your written acceptance in the space provided below will constitute a Contract between us.

Very truly yours,

Sincerely,

Matthew Silvestri
Vice President
DVM Industries, LLC

ACCEPTED: _____ DATE: _____

ADDITIONAL SERVICES AGREEMENT

To: Mr. Dane Jones
 Suffolk Co. Water Authority
 P.O. Box 38
 New York, NY

Date: September 19, 2023
 Project: SCWA smart building EMS- Add 1
 Location: Production Control (Bay Shore)
 Long Island, NY
 Project #: SAPX226024.00

Email: dane.jones@scwa.com

Additional Services to the Engineering Services contract for the above referenced project.

A. SCOPE OF ENGINEERING SERVICES:

Our services include Architectural, Mechanical and Electrical design for the HVAC replacements at the Production Control Building.

IN SCOPE FOR REPLACEMENT	LOCATION	TYPE	MANUFACTURER	MODEL	AGE	LABEL
YES	Mechanical Room	Split AC w/ Gas Fired Heating	Lennox	G81-220V-4	1986	PC-1
YES	Mechanical Room	Furnace	Armstrong	EG66150DC20-4	1992	PC-2
YES	Mechanical Room (Outside)	Condenser Unit	York	07C00AWAAA4	2015	CU for PC-1
NO	UPS	Cassette AC	Fujitsu	AUU12RLF	-	Laptops Lockers room Ceiling Cassette
NO	Lunch Room	Cassette AC	Fujitsu	AUU12RLF	-	Kitchen Ceiling Cassette
NO	Mechanical Room (Outside)	Condenser Unit	Fujitsu	AOU12RLFC	-	Laptops Lockers room Condensing Unit
NO	Mechanical Room (Outside)	Condenser Unit	Fujitsu	AOU12RLFC	-	Kitchen Ceiling Condensing Unit
NO	Electronic Warehouse	PTAC	Daikin	-	-	Electronic warehouse PTAC
NO	Electronic Warehouse	PTAC	General Electric	AZ35H09E4BM	2003	Electronic office PTAC
NO	Main Warehouse	PTAC	General Electric	E0220410010	2000	Main warehouse office PTAC
NO	Computer Room	RTJ	Johnson Controls	ZD-05H12B4A1AB	5+ years	Computer room roof top
NO	Computer Room	Minisplit Blower	Fujitsu	AUU12RLF	-	
NO	Computer Room	Minisplit Condensing Unit	Fujitsu	AOU12RLFC	-	
NO	Roof	Rooftop Unit	Rheem	RKKN	2015	SE roof top
NO	Roof	Rooftop Unit	Trane	YSC120F3ELA0	2013	SW roof top

Proposal is based upon support and MEPFP design services for the following programming:

- Replacement of existing HVAC equipment PC-1,2 and CU for PC-1. This includes the performance of load calculations of the existing spaces to confirm mechanical equipment and fresh air requirements.
- Replace any undersized ductwork.
- Associated electrical connections related to HVAC equipment upgrades.
- Coordination and management of architectural subconsultant. Replacements of ceilings and lighting in areas with ductwork replacements. CAD plans will be generated for the building.

Proposed fees exclude the following:

- Structural Design Services (This proposal assumes no structural work will be required).
- Hazardous materials testing or abatement services.
- Electrical Service upgrades, Coordination studies, or arc flash analysis.
- Fire alarm and Fire Protection Design Services
- Formalized Construction Management
- Permit Expediting

1. Predesign Survey:

- a. One (1) field survey/ site visit to assess building construction, space use, and heat-generating equipment in affected spaces.
- b. Produce a report with recommendations for mechanical systems for review by SCWA.



2. Construction Documents (CD):

- a. 60% and 100% CD Construction Documents prepared separately from the BMS Construction Documents package. Additional iterations or changes to scope or value engineering exercises are excluded. The creation of separate bid packages are excluded.
- b. Preparation of estimate of construction Cost at 60% CDs and 100% CD.
- c. Provide Responses to any client-generated comments.
- d. Preparation of final documents for Bid.
- e. Attendance at Pre-bid meeting in person.
- f. Answer bid RFI's and clarifications.
- g. Review and Comment on contractor bid packages.

B. FEES

Basic Fee: FIFTY THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$50,652.00)

Predesign Site Assessment for CAD Background and Load Study	\$3,882.50
Load Calculations and Scope Report	\$4,677.50
60% CD	\$15,910.00
100% CD	\$23,185.00
Bid Phase	\$2,997.00
Total	\$50,652.00

C. ACCEPTANCE

This Agreement is in accordance with communication and design direction from your firm. All provisions of the original contract remain in effect.

Please sign below to authorize us to proceed with this additional scope of work. Any form of notice to proceed with this work via written or email communication shall be deemed as acceptance of this proposal and its fees in its entirety.

Presented By:

SETTY & ASSOCIATES, LTD. PC

(Signature)

(Date)

Boggarm S. Setty, P.E., ASHRAE Fellow, AEE Fellow

(Printed Name)

CEO & Founder

(Title)

Accepted By:

SUFFOLK CO. WATER AUTHORITY

(Signature)

(Date)

(Printed Name)

(Title)

\\hq.setty.com\public\SA_Marketing\Marketing Submissions\Term (Fed-State-Local Gov)\2023\11551 (g)(...) SCWA smart building EMS- Add
1

Attention:
Hannah Pell, FMP
Facilities Manager
Suffolk County Water Authority
O: (631) 563-0386
C: (631) 445-0006
Hannah.Pell@scwa.com



RE: Engineering Design Services
SCWA Bayshore HVAC Replacement
IE File Number: 3137cp23-232

Dear Hannah,

Thank you for the opportunity to assist *Suffolk County Water Authority* in developing engineering design plans for the proposed HVAC replacement project at SCWA's Bayshore branch office located at 180 5th Ave, Bay Shore, NY 11706. Island Engineering (IE) has performed a preliminary review of the site, record drawings and proposed SOW. From our review, the following items as they relate to this project scope and compliance with current NYS, Suffolk County and Town Building codes.

I. Project Description

Suffolk County Water Authority (SCWA) is proposing to replace two existing split-type HVAC systems for the single story office building area at the Bayshore branch approximately 4,000 square feet of ground floor space will be affected to accommodate the source equipment replacement. The existing equipment to be replaced operates by means of gas heating and DX-cooling via outdoor condensers mounted on grade. It is understood from our walkthrough that the existing HVAC systems do not adequately condition the spaces served by the respective systems. Within a single office area is existing PTAC units that are used to supplement the existing HVAC systems; these PTAC units will not be affected by the proposed scope of work and are to remain as a part of the existing base work scope. The building's HVAC systems must efficiently accommodate the existing program requirements outlined in the provided AutoCAD floor plans emailed on 10/31/2023.

We will analyze the building construction, programming and operations to develop heating and cooling calculations that properly determine the required building load that should be used to size the replacement HVAC equipment. From these calculations, we'll review the proper capacity and selections for code compliant HVAC equipment replacement solutions that fit the existing unit installation requirements. Replacement equipment will accommodate the current NYS Energy Conservation and Mechanical code guidelines. We will provide NYS required COMCheck for building permit drawing application with the Town of Islip Building Department.

Regarding the base mechanical scope of work, we'll propose replacement equipment to the SCWA that fits the existing installation. We will also provide preliminary information for alternative equipment solutions for the SCWA to consider; these are outlined in Section III below.

The base scope replacement equipment will properly integrate into the existing main ductwork supply and return air distribution systems. The intent is not to change the operation of the existing HVAC systems in an effort to regard installation cost and procurement of the proposed project.

It is understood that Electrical system design is limited to reconnecting the proposed replacements including the respective Fire Alarm devices required locally for gas fired applications. Plumbing connections for the new AC condensate and natural gas will be tied in similar to the existing installation.

In the instance that the new gas-fire equipment capacity exceeds that of the existing National Grid utility service, a letter to the utility will need to be provided.

II. Engineering Design Scope of Services

The specific Engineering Services to implement the Project Description under this Proposal are as follows:

- A. Field survey of existing conditions and mechanical equipment capacities.
- B. A Survey and Design coordination meeting with you and your staff.
- C. As needed, we will prepare a load letter for the natural gas services to National Grid.
- D. Preparation of the Mechanical/HVAC portion of NYS Energy Code COM-Check respective to the base scope of this proposal.
- E. Design and preparation of Contract Documents (for the Schematic, Design Development and Contract Document Phases including Drawing-based Project Specifications ready for bid for the engineering work outlined in Item I, Project Description.
 1. Schematic Design Phase
 - i. Mechanical Design/Documentation services during the Schematic Design Phase consisting of Schematic Design Documents consisting of:
 - Heating, Ventilation, and Air conditioning Equipment
 - Plumbing and Natural gas distribution
 - ii. Electrical Design/Documentation services during the Schematic Design Phase consisting of Schematic Design Documents consisting of:
 - HVAC equipment power distribution
 - Fire detection and alarm systems local to the equipment replacement
 - General space requirements respective to the HVAC equipment controls
 - iii. Attend (1) Schematic Design phase meeting if requested by SCWA.
 2. Design Development Phase
 - i. Mechanical Design/Documentation services during the Design Development Phase consisting of continued development of the mechanical systems and development of Mechanical Design Development Documents consisting of Drawings and Outline Specifications to establish:
 - Approximate equipment sizes and capacities
 - Preliminary equipment layouts
 - Required space for equipment
 - Required clearances
 - Acoustical and vibration control for HVAC equipment only
 - Visual impacts
 - ii. Electrical Design/Documentation services during the Design Development Phase consisting of continued development of electrical systems and development of Electrical Design Development Documents consisting of Drawings and Outline Specifications to establish:
 - Criteria for HVAC electrical systems
 - Approximate sizes and capacities of major system components

- Preliminary equipment layouts
- Required space for equipment
- Required clearances
- iii. Attend (1) Design Development Phase meeting if requested by SCWA.
- 3. Contract Documents Phase
 - i. Mechanical and Plumbing Design/Documentation services during the Construction Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications and details, setting forth the mechanical construction requirements for the Project.
 - ii. Electrical Design/Documentation services during the Construction Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications and details, setting forth electrical construction requirements for the Project.
 - iii. Attend (1) Construction Documents Phase meeting if requested by SCWA.
- 4. Building Department Filing and Application Review Process with the Town of Islip
- F. Construction Contract Administration
 - 1. Based on a five-month and single bid phase, provide one (1) set of signed and sealed reproducibles for Building Department and Bidding purposes to the SCWA and as follows:
 - i. Attend a pre-bid meeting and site visit with the potential bidders.
 - ii. Answer contractor questions during the bidding process.
 - iii. Provide a letter of recommendation for contract award.
 - iv. Meet with the successful contractor prior to construction to review their workplan, to ensure operations are maintained in the occupied facility.
 - v. Review contractor shop drawings.
 - vi. Observe contractor construction progress.
 - vii. Review Contractors payment requests, review as-built drawings.
 - viii. Witness system operation.
 - ix. Provide a punch list of the contractor's work.
 - Base Scope of Work Services do not include:
 - Fire Sprinkler System Design Engineering services
 - Civil or Structural engineering design services.
 - Construction Administration, Management and Site observation services. This item is addressed below as a separate fee.
 - New utility services (electrical service, water, fire protection, water, oil/NG/propane). It is assumed that the owner, and contractors will fulfill this through permitting with the AHJ and local utilities.
 - Special inspection or building system exploratory services.

III. Engineering Design Additional Services

With prior authorization, Island Engineering would provide any of the following additional services regarding the above *Item II - Engineering Design Scope of Services*:

- A. Design of Heat Pump HVAC equipment system to replace existing as an alternative to the base scope of work. This is inclusive of an electrical upgrade to the existing 400A main disconnect at the primary electrical service. The heat pump HVAC system would be intended to function similarly to the base scope solution however with added efficiency and increased utility rebates.

Heat pump HVAC systems inherently come with reduced system maintenance and do not require direct integration with the building Fire Alarm Control Panel.

- B. Design of Primary Heat Pump HVAC system with locally controlled VRF equipment. This solution would replace existing PTAC equipment and provide local room temperature control with increased system efficiency. Similar to Item A above, an electrical upgrade will be required with electrical installation scope extending to the locally controlled fan coil unit in the spaces requested to receive local temperature control. The individual systems would integrate with the existing ductwork supply and return air distribution systems.
- C. A re-design of the base scope HVAC systems, post schematic design phase.
- D. Design for new utilities (electric and gas) coming to the property.
- E. Providing commissioning in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, and consultation during operation.
- F. Providing services to make measured drawings or to verify the accuracy of measured drawings or other information furnished by SCWA record drawing backgrounds.
- G. Serving or preparing to serve as a witness in any legal proceedings or attendance at public hearings or meetings.
- H. Value Engineering following the Construction Document Phase of the provided design documents will be billed at \$300/hour and not to exceed \$20,000.
- I. Documenting the building system drawing records for the purposes of providing existing conditions for the Fire Marshal. This will be billed at \$300/hour and not to exceed \$20,000.

IV. Construction Management Scope of Services (Alternate Scope)

This service is based on a five-month construction period. With prior authorization, Island Engineering would provide Construction Management and Additional Administration services in service to the SCWA for this project:

- A. Island Engineering will conduct weekly coordination meetings and develop installation milestone schedules with the primary construction contractor and available sub-contractors.
- B. We will regulate construction submittals among the applicable project persons including the project contractor. The project contractor will be responsible for distributing submittals to their sub-contractors and coordinating.
- C. We will be responsible for contractor payment requisition processing and will assist SCWA with vetting the status of the project installation corresponding to the payment requisition submitted by the project contractor. SCWA procurement shall justify the minimum format the contractor shall submit for payment requisitions that illustrate project status.

- D. Island Engineering will store and distribute project submittals for use and reference throughout the development of construction. Submittals, project schedules, RFI's and other documented materials will be stored in an online project sharepoint system developed by us.
- E. Develop project construction milestones and distribute to project persons including but not limited to SCWA, Island Engineering, Contractors and others as directed by the SCWA.
- F. Island Engineering shall be available for on-site representation for the SCWA during the implementation of scope in the HVAC replacement project. On-site representation on behalf of the SCWA will be a minimum of 4 hours per day at a minimum of 2 days per week. We will document progress intervals and adjust project installation schedule as needed. Assuming a five-month construction time period.
- G. Our site engineer will review the installations and work performed to develop site reports for release to the SCWA. At a minimum, our site reports will document current construction status and build on previous work performed by the installing contractor. Site reports will document deficiencies that will be brought to the SCWA's attention. Deficiency mitigation will be conducted by the SCWA. We will advise the SCWA on corrective measures as needed. The site reports document visible conditions only and we will not adjust or move materials provided and installed by the contractor.

V. Construction Management Additional Services

With prior authorization, Island Engineering would provide any of the following additional services regarding the above *Item IV - Construction Management*:

- H. If the installation period extends beyond five consecutive months, we will advise the SCWA in advance to establish an extended fee not-to-exceed based on the current status of construction.
- I. Island Engineering will not be responsible for procuring Town work permits and AHJ primary or progress inspections.
- J. Island Engineering will not develop as-built conditions of the project installations and advise the contractor(s) to produce these documents as a required submittal per the original construction contract documents.
- K. Required utility coordination for the installation shall be provided by the contractor.
- L. Providing construction administration and management services for adjacent projects within SCWA (Bayshore Branch) and other branches is not included as a part of this proposal. Any work beyond the building footprint is not part of this contract.
- M. Documents produced by the Town, utilities and regulating entities shall be provided to SCWA and Island Engineering for proper documentation in the construction management system managed by Island Engineering.

VI. Work Not Included

As applicable to this project's work scope above, the following services are not included in the fixed fee as stated above:

- Design Engineering Services beyond the HVAC replacement Scope of Work outlined in the Project Description, Section I above.
- Site engineering design work for gas, domestic/fire water, waste, and electric utilities
- Asbestos design and/or management work.
- Fees paid to agencies having jurisdiction for securing approvals.
- Printing, reproductions, postage, Federal Express charges, plots, digitizing or scanning of documents.
- Providing civil engineering services for any "outside" of building envelope or off-site improvements such as but not limited to building utility services.
- Procurement of local AHJ inspections.

VII. Project Assumptions

1. Existing building systems affected by the base scope of work are in good operational condition and should not be affected by the HVAC replacement work proposed.
2. Drawings and building plan backgrounds will be provided by SCWA in AutoCAD or Revit format.
3. Existing building code violations not associated with this Scope of Work will be addressed as directed by the SCWA for an agreed upon additional fee.
4. Any ACM remediation is not a part of the anticipated scope of work.

VIII. Fees, Payments, and Lead Time

Terms: A (\$5,000) retainer of the contract fee above is due at signing and before IE can proceed with drawing development.

- A. For the Engineering Design Scope of Services Item II.A through II.E, set forth herein, the Engineering Fee would be performed on a lump sum basis for the amount of \$25,000. This service is limited to four months from proposal signage and execution.
- B. For the Engineering Design Scope of Services Item II.F, Construction Administration set forth herein, the Engineering Fee would be performed on a lump sum basis for the amount of \$5,000. This service is limited to five months from start of construction.

List Of Alternate Scope:

The line items below are in addition to the base scope of work. Items not included below can be addressed as needed. The value associated with each item below is in addition to the fees outlined above.

- C. For the Engineering Design Additional Services Item III.A, set forth herein, the Engineering Fee would be performed on a lump sum basis for the amount of \$10,000.
- D. For the Engineering Design Additional Services Item III.B, set forth herein, the Engineering Fee would be performed on a lump sum basis for the amount of \$12,000.
- E. For the Construction Management Scope of Services Item IV.A, through II.G, set forth herein, the Engineering Fee would be performed on an hourly basis for the amount not to exceed \$25,000. This fee is not inclusive of the additional scope to be managed if Item C or D above are approved. This service is limited to five months from start of construction.
- F. Reimbursable expenses are in addition to the fee for Professional Services. Items such as travel, blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$1,250 for reimbursable expenses.
- G. Permitting, expediting, filing and filing fees shall be the responsibility of the owner. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.
- H. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:

Lump Sum Basis:	Percent of Completion
Time Card Basis:	Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- I. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Client shall pay all costs for collection of fees including interest and reasonable attorney costs. Payment is due within 30 days of

invoicing. Accounts must be up-to-date prior to submission of documents, signing of forms, etc. Should payment not be received timely, we reserve the right to suspend work until paid.

- J. Completion of project does not guarantee approval by governing body; declination of project by governing body does not void payment responsibilities. Completion of project does not guarantee approval by the Town; declination of project by the Town does not exempt payment requirements.

- K. Should this project be performed under a Master AIA Contract Agreement, we reserve the right to review that Contract and appropriately modify our fee to meet the requirements of that Agreement.

Terms and conditions:

Payments are due within 30 days of invoicing.

Unpaid under contract shall bear interest from the date payment is due at a rate of 2% per month.

The Owner or Architect shall not hold payments due to Island Engineering, on any account of a dispute.

The basis for estimation and pricing is limited to the scope of work mutually agreed upon for this project only and based on project specifications sent by The Architect. Any changes in specifications will require a revision in this contract.

Island Engineering shall not be liable for any third-party claims arising out of the use of invoiced services. The total liability of Island Engineering arising out of or as a result of breach of any of its obligations herein shall be limited to total project price agreed herein.

Security and Confidentiality: Island Engineering will ensure that all of our deliverables provided for the project execution are maintained confidentially and disclosures are made only to those actually working on the project and those with a need-to-know requirement. If required, Island Engineering will execute a Non-Disclosure Agreement as per The Architect's request.

Force Majeure: Island Engineering shall not be liable for delay or non-delivery of projects for normal force majeure conditions like act of Government (Domestic or foreign), act of God, war, lockouts, or any act which is beyond the reasonable control of Island Engineering. and in such cases; the delivery shall be extended on a mutually agreeable basis. No compensation is payable to The Architect or their Customer under any circumstances.

IX. Contract Authorization

This letter represents the entire Proposal. In order to initiate this contract, please return this letter with a check in the amount of the retainer fee as stated above. Island Engineering, PLLC thanks the Suffolk County Water Authority for requesting this Proposal and appreciate the opportunity to work with you on this project. If you agree to the proposal and would like to proceed, please forward a signed copy of this proposal letter to nicholas@islandpllc.net at your earliest opportunity. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me at 631-636-6625.

Very truly yours,



Nick Cianciotti, PE, CEM
President
Island Engineering, PLLC

Signed and agreed for: Suffolk County Water Authority

BY (OFFICER): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

SUFFOLK COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

TO: Jeffrey Szabo, Chief Executive Officer
FROM: Michael Litka, Chief Technology Officer
RE: Maintenance Agreement for SAP Software
DATE: November 1, 2023

The license and support maintenance agreement for the SAP software expires on December 31, 2023. This agreement is for all 285 licenses including payroll tax licenses, software upgrades and corrections, critical security patches and remote support, and industry-specific program modifications.

I am requesting the above referenced maintenance agreement be renewed for one year at an annual cost of \$459,447.78 with SAP Industries, Inc. of Newtown Square, PA, this represents an increase of 3% from last year.

Additionally, I would like to request that this be presented to the Board Members for their approval at the next meeting on November 16, 2023.

If you have any questions regarding the above, please do not hesitate to contact me.

Enc:



INVOICE

SAP Industries, Inc.
 3999 West Chester Pike
 Newtown Square, PA 19073
 USA

SAP Industries, Inc. 3999 West Chester Pike, Newtown Square, PA 19073, USA

Suffolk County Water Authority
 4060 Sunrise Highway
 OAKDALE
 11769
 United States

**Invoice No. 10265230001726 issued on 1st of Dec. 2023
 due on 31st of Dec. 2023**

459,447.78 USD

SAP tax numbers	FEIN: 68-0407321
SAP contact	T +866 857 2621 financeAR@sap.com
Sold-to-Party	627745, Suffolk County Water Authority , 4060 Sunrise Highway, 11769 OAKDALE, NY, United States
Ship-to-Party	627745, Suffolk County Water Authority, 4060 Sunrise Highway, 11769 OAKDALE, NY, United States
Bill-to-Party	627745, Suffolk County Water Authority , 4060 Sunrise Highway, 11769 OAKDALE, NY, United States

Order Form No. 11 - May 23, 2018 Old Order number: 0012973711

SAP references	Your references	Description	Type	Quantity	Line Net	Tax*
Contract (CMS): 3060884660	PO: 4500072742	SAP Enterprise Support 01. Jan. 2024 - 31. Dec. 2024 23.408000 % of 1,931,022.65 USD for 12 months	Maint.	1 PC	452,013.78	0.00
Order: 1000110779						

ELECTRONIC SOFTWARE DELIVERY

Contract (CMS): 3060884660	PO: 4500072742	SAP US Payroll Tax Process by BSI StSupp 01. Jan. 2024 - 31. Dec. 2024 42.000 % of 17,700.00 USD	Maint.	1 REC	7,434.00	0.00
Order: 1000110779						



ELECTRONIC SOFTWARE DELIVERY

—



Total Net	459,447.78 USD
Total Tax*	0.00 USD
Total	459,447.78 USD

*Tax details - Explanatory Note

*Tax details - Explanatory Note

Total Tax 0.00 USD

Payment instructions

Due Date 31st of Dec. 2023 **Payment Terms:** Payment is due Within 30 days due net.

Amount 459,447.78 USD

Reference 10265230001726 Please indicate our invoice number 10265230001726 on electronic payment or on your check stub for check payment.

JPMorgan Chase Bank Acct # 496561098
270 Park Ave, NY 10010 Wire BIC: 021000021
ACH BIC: 021000021
Swift Code: CHASUS33

Check (Mail) SAP Industries, Inc. PO Box 734601, Chicago, IL 60673-4601, USA

Check (Courier) JPMorgan Chase, Attn: SAP Industries, Inc. #734601 131 S Dearborn, 6th Floor,
Chicago, IL 60603, USA

Customer Self Service

Manage Your invoices & pay online SAP for Me allows you to manage your invoices and payments online. You can display your invoices, download invoice copies, and pay the invoices by credit card.

Please visit the SAP for Me website at <https://www.sap.com/services/for-me.html#faq> for more information

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: November 13, 2023
TO: Jeffrey Szabo, CEO
FROM: Timothy J. Kilcommons, P.E., Chief Engineer/Dir. R&D 
SUBJECT: **Participate in Pilot Study with APT Water for an alternative AOP System for Treatment of 1,4 Dioxane (1,4D) at Commercial Blvd, Central Islip PS**

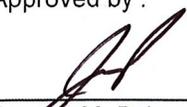
APT Water of Pittsburg, California uses a "dark" AOP treatment process for the destruction of 1,4 dioxane in drinking water. A "dark" AOP system is one where no UV light is needed to create the oxidant used to break up the 1,4 dioxane molecules. The potential advantages of such a system are cost savings in terms of power consumption with no light required and the ability to treat source waters that may impact water transmissivity (such as wells with iron for example). This type of system, which uses a combination of ozone and hydrogen peroxide, is sometimes called a peroxone system.

SCWA has some familiarity with peroxone systems, having piloted a Xylem system as part of our Center for Clean Water Technology (CCWT) grant pilot study a few years back. Indeed, APT Water took an interest in the work we were doing and offered to perform a bench-scale pilot of their system using our Commercial Blvd source water. SCWA's final report to CCWT, issued in 2021, included results of that bench-scale effort. One of the potential downsides of a peroxone system is the potential to form bromate from bromide that may be present in the raw water. Bromate is a regulated contaminant with an MCL of 10 parts per billion (ppb).

Recently, team members of the Engineering department toured an APT Water peroxone pilot project in West Hempstead. As a result of what we saw there and our previous experience with APT and peroxone systems in general, we are seeking to perform an on-site pilot at our Commercial Blvd pump station to help identify strengths/weaknesses and applicability of the peroxone AOP system to SCWA's need for treatment of 1,4D. APT Water has installed their peroxone unit in an enclosed trailer that they will mobilize to the site and connect to our power and treatment systems. A side stream will take a small flow stream from the well to test their system. APT would operate their system with oversight/inspection by SCWA engineers and testing and analysis performed by SCWA's laboratory. The in-kind contribution from SCWA for this pilot is expected to be approximately \$62,500 (see attached estimate).

As we move forward to treat the wells impacted by 1,4D contamination, we may find that having alternatives to the UV-peroxide systems we are currently installing will be beneficial, particularly with source waters that do not enjoy the ultra-high transmissivity rates (>98%) of the majority of our wells. These types of pilots help provide us with the tools we need to meet all of the challenges we face in the treatment of this contaminant. If this meets with your approval, please place on the agenda for the November 2023 Board meeting.

Approved by :



Joseph M. Pokorny, P.E.
Deputy CEO for Operations

11/14/23
Date

Suffolk County Water Authority
In-Kind Estimate
APT AOP Pilot Test at Commercial Blvd.

Task 1. Construction of Pilot Filters for Demonstration-Scale Studies			
One field site to be tested with 6 columns			
Item	Unit Cost	Qty	Total
Pilot filter materials			
- Misc. parts and materials required to hook up the APT Pilot Trailer	\$1,000	1	\$1,000
Electrical work/Power supply to Pilot Trailer	\$10,000	1	\$10,000
SCWA Labor - pilot set up (hr.)	\$100	20	\$2,000
Total - Task 1			\$12,000
Task 2. Field Verification Tests (Pilot Filters)			
Water Analyses:			
Based on sampling Inf and Eff of Pilot System			
# of samples estimate based on 2 separate trials			
1,4 Dioxane (EPA Method 522)	100.8	20	\$2,016.00
VOCs (EPA Method 524.2)	109.2	20	\$2,184.00
Aldehydes (EPA Method 556)	96.6	20	\$1,932.00
Carboxylic acids, oxalic acid (EPA Method 300)	241.08	20	\$4,821.60
Nitrate; Nitrite (EPA Method 300)	71.4	20	\$1,428.00
Metals (EPA Method 200.7)	52.5	20	\$1,050.00
Metals (EPA Method 200.8)	84	20	\$1,680.00
TOC (SM5310C)	25.2	20	\$504.00
Alkalinity (SM2320B)	123.48	20	\$2,469.60
Bromate (317)	8.4	20	\$168.00
pH (SM4500-HB)	6.3	20	\$126.00
			\$18,379.20
Labor - Collect Field Samples & Data (hr.)			
- based on 3 days/pilot run x 2	\$100	40	\$4,000.00
Total - Task 2			\$40,758
Task 3. Assist with Data Review and Report Writing			
Admin Duties - Water Quality Engineer	\$100	40	\$4,000
Total - Task 3			\$4,000
Contingency - 10% of Tasks 1 - 3			\$5,676
Total In-Kind - Tasks 1 - 4			\$62,434

**SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York**

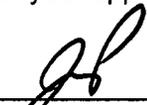
INTEROFFICE CORRESPONDENCE

DATE: October 11, 2023
TO: Jeffrey W. Szabo, CEO
FROM: Brendan J. Warner, P.E. , Director of Construction-Maintenance *B Warner*
SUBJECT: "InfoWater" Hydraulic Model – 2024 License and Support Agreement

Attached please find an invoice from Innovyze in the amount of \$10,215.92 for the renewal of the annual license and support agreement for 2024 for the *InfoWater* hydraulic modeling software. The fee includes support, software patches as well as licensing for *InfoWater*. This is a 25% reduction in the license and support fees from last year.

Our hydraulic model is a simulation of the distribution system used to design water main improvements, investigate low pressure events and complete water source tracing/water age investigations related to water quality problems. As you may recall, since 2018 we were in the process of migrating from our legacy hydraulic modeling software *Synergi* to the GIS based *InfoWater* product. That process is now complete and we are longer no operating the *Synergi* model and are no longer paying to support the program.

If this meets with your approval, please have this item placed on the agenda for the next Board meeting.

Approved 
Joseph M. Pokorny, P.E.
Deputy CEO for Operations

cc: Dan Penza



TD SYNnex

Public Sector

Price Quotation

Quote: 5203434

Reference: 1810717

Date: 10/11/2023

Expires: 11/10/2023

To: Daniel Penza
Suffolk County Water Authority
4060 Sunrise Highway
Oakdae, NY 11769

From: Alex Lovelace
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone:
Fax:
Email: Daniel.Penza@SCWA.com

Phone: (703) 708-9114
Fax: (703) 708-9114
Email: alex.lovelace@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-5644	OM	4	\$2,553.98	\$10,215.92
InfoWater Pro Government Single-user Annual Subscription Renewal Switched From Network Maintenance 2:1 Trade-In					
PoP: 12/15/2023 through 12/14/2024					

Total **\$10,215.92**

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.



TD SYNEX
Public Sector

Price Quotation

Quote: 5203434
Reference: 1810717
Date: 10/11/2023
Expires: 11/10/2023

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

INVOICES - BOARD MEETING - November 16, 2023

Vendor	Description	Amount
American Water Works Association	Utility: 150K+ Customers	\$24,386.00
	New York Section Membership	\$229.00
	Additional Active Members	\$816.00
		\$25,431.00
Bond Scheneck & King, PLLC	5000250531	\$10,115.00
	5000250530	\$413.00
	5000250529	\$708.00
	5000250528	\$4,631.50
	5000250527	\$147.50
		\$825.00
	\$16,840.00	
CorrTech	Tank Inspection	\$675.00
	Annual Tank Sanitary Inspections	\$15,000.00
		\$15,675.00
Dvirka & Bartilucci	Henry Clay Standpipe Rehab	\$2,113.75
	Carlson Ave. Elevated Tank Assessment	\$2,455.75
	Industry Ct. Standpipe Rehab	\$5,721.00
	Henry Clay Standpipe Rehab	\$5,481.25
	Henry Clay and Industry Ct. Standpipe Condition As	\$1,924.25
	Industry Ct. Standpipe Rehab	\$1,845.25
	\$19,541.25	