

AGENDA

REGULAR MEETING ON OCTOBER 28, 2021
3:00 P.M. AT HAUPPAUGE, NEW YORK

PRESENTATION: AMI Pilot on Fire Island

By: Lawrence Anderson

PUBLIC COMMENT

MINUTES FOR APPROVAL

1. Regular Meeting – September 30, 2021

CONTRACTS – AWARD/REJECT

- 2a. Contract 7785 – for snow removal services at SCWA locations Hauppauge, Oakdale, Huntington and Coram during the six-month period beginning November 1, 2021.
- 2b. Contract 7793 – for the furnishing of rigging and mechanical services associated with the relocation of granular activated carbon adsorption systems and other miscellaneous equipment during the one-year period beginning December 1, 2021.
- 2c. Contract 7795 – for the maintenance of fueling facilities at various Authority sites during the one-year period beginning November 1, 2021.
- 2d. Contract 7796 – for the furnishing and delivery of H2O2 chemical bulk storage tanks and appurtenances.
- 2e. Contract 7798 – for the drilling of wells and test borings in Zones A and B during the one-year period beginning November 1, 2021.
- 2f. Contract 7799 – for the furnishing and delivery of liquid caustic soda during the one-year period beginning January 1, 2022.
- 2g. Contract 7801 – for the installation of advanced oxidation process (AOP) treatment systems at the McKay Road & Hollywood Place Well Field & Pump Stations in the Town of Huntington.
- 2h. Contract 7806 – for the furnishing and delivery of automatic-delayed-transition transfer switches during the one-year period beginning December 1, 2021.

GENERAL

3. Special Services

- a) RFP 1527
Extend the agreement with Global Business Group Inc., dba MedTrac Inc. of Guilford, Connecticut for the drug and alcohol testing services during the one-year period beginning January 1, 2022.

- b) RFP 1549
Extend the agreement with AccuSource Inc. of Corona, California to provide the pre-employment screening services during the one-year period beginning January 1, 2022.
- c) Asbestos Testing
Authorize the asbestos testing by Envirosience Consultants during the one-year period beginning January 1, 2022 in an amount not to exceed \$10,000.
- d) Carboxylic Acid Testing
Authorize the testing of carboxylic acids by Eurofins Eaton Analytical, Inc. during the one-year period beginning January 1, 2022 in an amount not to exceed \$10,000.
- e) Nitrosamine Testing
Authorize the nitrosamine testing by Eurofins Eaton Analytical, Inc. during the one-year period beginning January 1, 2022 in an amount not to exceed \$10,000.
- f) KUBRA Document Template Manager and Letters Application
Amend the existing agreement with KUBRA, Inc. to include their DTM application to build SCWA 'letter' application and templates in the amount of \$15,000.

4. Property – Outside Use Of

- a) Use of SCWA Property in Southold
Consider amending agreements with Marion Gardens, Inc. and Hellenic Snack Bar and Cabins, Inc. to use property at Rocky Point Road, East Marion and Island End, East Marion respectively.
- b) US Army Corp of Engineers Access Agreement
Authorize the agreement with United States Army Corps of Engineers to access SCWA property Evergreen Avenue Speonk-Riverhead Road in Speonk for up to three years.

5. Memberships, Trainings, Seminars and Conferences

- a) National Fire and Protection Association (NFPA) Membership
Authorize an extension of the Authority's membership in the NFPA at an annual cost of \$175.

6. Equipment

- a) Curb Boxes – Interim Procurement
Confirm authorization for emergency purchase of 1,000 curb boxes from Bingham and Taylor in the amount of \$38,420.00.
- b) Telog Insertable Flowmeters
Authorize the purchase of two (2) telog insertable flowmeters with wireless RTUs and appurtenances from Trimble Inc.

INVOICES - To be paid from the Operating Fund:

| | | |
|-----|--|-------------|
| 7a. | <u>American Water Works Association Membership</u> | \$23,971.00 |
| 7b. | <u>Dvirka & Bartilucci</u> | 15,359.50 |
| 7c. | <u>McCabe Collins McGeough Fowler Levine & Nogan</u> | 2,677.36 |

NEXT MEETING – Scheduled for Thursday November 18, 2021, at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

EXECUTIVE SESSION

REGULAR MEETING
SUFFOLK COUNTY WATER AUTHORITY
September 30, 2021
Hauppauge, New York

Present: Jane Devine, Secretary and Acting Chair
Tim Bishop, Member
Jacqueline Gordon, Member
Elizabeth Mercado, Member

Excused Absence: Patrick Halpin, Chairman

Jeffrey W. Szabo, Chief Executive Officer

The meeting was also attended by Counsel T. Hopkins and by Counsel J. Milazzo and by Messrs. Bova, Cecchetto, Durk, Finello, Fuller, Galante, Given, Huber, Kilcommons, Kleinman, Litka, McDowell, Moore, Motz, O'Connell, Pokorny, Reinfrank, Schneider, Torres, Wahl, Wallach, Warner and by Mmes. Cameron, Cetta, Hannan, Kennedy, Mancuso, Newton-Smith, Palillo, Simson, Spaulding, Tinsley, Trombino, Trupia, Van Gelder and Vassallo.

B. Yatauro, President of Local 393 was also in attendance.

Booklets containing detailed information for all Agenda items were distributed to each Member, Executive Staff and Counsel to the Authority.

Due to the absence of the Chair, the Secretary and Acting Chair called the meeting to order at 3:01 p.m.

The public was advised by Steve Galante, Director of I.T., that they may speak during the public comment portion of the meeting by raising their hand in Zoom or dialing “*9” on the telephone.

Ms. Devine then opened the meeting for public comment. No public comment was received.

Mr. Szabo then introduced Steve Galante to present on the overview of projects and achievements by I.T. Mr. Galante discussed upgrades to SAP, the migration to Office 365, advanced security solutions as well as upcoming upgrades to the phone system and cybersecurity. Mr. Galante elaborated on I.T. staff's improved approach to vision, culture and mindset.

Ms. Devine then presented the minutes of the regular meeting of August 26, 2021, for approval. On motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, the minutes of the regular meeting held on August 26, 2021, were approved.

Mr. Szabo then referred to contracts scheduled to expire shortly, and he recommended that the Authority exercise its option to extend these contracts in accordance with the letters of recommendation. These items were considered on consent and on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(211-09-2021) RESOLVED, To extend for the one-year period beginning December 1, 2021, Contract 7653 for the maintenance and emergency services of uninterruptible power supply systems and battery systems with DC Group, in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning June 1, 2021, Contract 7683 for fire extinguisher maintenance with Professional Fire Services Inc., in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning October 1, 2021, Contract 7717 for the sale and removal of scrap meters with Loni-Jo Metal Corp, in accordance with the specifications, terms and conditions on the contract.

Mr. Szabo then reviewed Contracts 7781, 7782, 7786, 7788-7791 and 7794. Mr. Szabo recommended that these contracts be awarded/rejected in accordance with the letters of recommendation. On motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(212-09-2021) RESOLVED, That the low bid received under Contract 7781 for the furnishing and delivery of wide range couplings and flange adapters during the one-year period beginning October 1, 2021 submitted by Mueller Co. of Chattanooga, Tennessee 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 amount of Forty-Eight Thousand Two Hundred Thirty-Eight and 07/100 Dollars (\$48,238.07), 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 Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(213-09-2021) RESOLVED, That the low bid received under Contract 7782 for the furnishing and installation of Advance Oxidation Process (AOP) Water Treatment System and A Pre-Engineered Metal Building Extension at the Smith Street Pumping Station in East Farmingdale submitted by Bensin Contracting, Inc. of Holtsville, New York 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 amount of One Million Five Hundred Ninety-Three Thousand Dollars (\$1,593,000), 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

(214-09-2021) RESOLVED, That the single bid received under Contract 7786 for the valve box maintenance during the one-year period beginning November 1, 2021 submitted by Roadwork Construction Corp. of Hampton Bays, New York 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 amount of Five Hundred Seventy Thousand One Hundred Eight Dollars (\$570,108), 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 Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(215-09-2021) RESOLVED, That the low bid received under Contract 7788 for the furnishing and delivery of granular calcium hypochlorite during the one-year period beginning November 1, 2021 submitted by Pollardwater of Redmond, Washington 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 amount of Two Thousand Four Hundred Thirty Dollars (\$2,430), 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 Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(216-09-2021) RESOLVED, That the bid submitted by Wisecom Technologies Inc. of Lanham, Maryland be deemed non-responsive; and be it

FURTHER RESOLVED, That the low-responsive bid received under Contract 7789 for the furnishing and delivery of automatic blowoff control panels during the one-year period beginning October 1, 2021 submitted by Eagle Control Corp of Yaphank, New York 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 amount of Sixty-One Thousand Eight Hundred Forty-Five Dollars (\$61,845), 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 Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(217-09-2021) RESOLVED, That the single bid received under Contract 7790 for the furnishing and delivery of sodium hypochlorite solution during the two-year period beginning November 1, 2021 submitted by Kuehne Chemical Co., Inc. of Kearney, New Jersey 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 amount of Nine Hundred Thirty-Two Thousand Two Hundred Dollars (\$932,200), 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.

Upon further explanation of Contract 7791 by Mr. Pokorny, and on motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(218-09-2021) RESOLVED, That the low bid received under Contract 7791 for the installation of advanced oxidation process (AOP) treatment systems at the Flower Hill Well Field & Pump Station, Town of Huntington submitted by R.J. Industries Inc. of Plainview, New York 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 amount of Nine Hundred Ninety-Seven Thousand Seven Hundred Dollars (\$997,700), 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

(219-09-2021) RESOLVED, To reject all bids received under Contract 7794, for the furnishing and delivery of cement lined ductile iron pipe, flanged during the one-year period beginning November 1, 2021. A spot purchase will be made in the future when warranted.

Mr. Szabo then referred to special service agreements. On motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(220-09-2021) RESOLVED, To extend RFP 1541, agreement with Bond, Schoeneck & King PLLC of Garden City, New York to provide labor and employment counsel during the one-year period beginning November 1, 2021; 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 Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(221-09-2021) RESOLVED, To extend for a one-year period beginning November 1, 2021, RFP 1547 for water tank inspection services for elevated and ground water storage tanks with H2M Architects and Engineers of Melville, New York; 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 Ms. Mercado, and unanimously carried, it was

(222-09-2021) RESOLVED, To authorize the repair of the standby generator located at the Kings Park Road Pump Station by Huntington Power of Kings Park, New York (an authorized service dealer) at a total cost of Five Thousand Six Hundred Eighty-Three and 27/100 Dollars (\$5,683.27).

Upon further explanation of details by Mr. Michael Litka, Chief Technology Officer and on motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(223-09-2021) RESOLVED, To approve Change Order Number three for the mobile workforce management system with Clevest Inc. of Plano, Texas in the amount of Fifty-Three Thousand Four Hundred Nineteen Dollars (\$53,419.00); 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 Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(224-09-2021) RESOLVED, To authorize the annual memberships in WaterISAC for a one-year period for 2020 and 2021 in the amount of Ten Thousand Seven Hundred Forty-Nine Dollars (\$10,749).

Mr. Szabo then introduced items related to equipment. Upon further explanation of details by Kevin Durk, Director of Water Quality and Lab Services, and on motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(225-09-2021) RESOLVED, To authorize the purchase of one Lumin Purge and Trap Concentrator (PTC) unit and one Aquatek LVA Autosampler for the Laboratory from Teledyne Tekmar of Mason, Ohio at a total cost of cost of Thirty-Seven Thousand One Hundred Fifty and 50/100 Dollars (\$37,150.50).

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

(226-09-2021) RESOLVED, To authorize the purchase of two (2) 'octave' meters, one 6" and one 8" for the Customer Service department from Master Meters Inc. of Mansfield, Texas through their distributor, Ferguson Waterworks of Medford, New York at a total cost of Eight Thousand Six Hundred Eighty-Seven Dollars (\$8,687.00).

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

(227-09-2021) RESOLVED, To authorize the fabrication and purchase of twenty (20) aluminum steps to access generator enclosures from Sims Steel Corp. of Lindenhurst, NY at an estimated cost of Sixteen Thousand Five Hundred Dollars (\$16,500).

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

(228-09-2021) RESOLVED, To authorize the purchase of forty (40) spare UV lamps used for AOP treatment systems from sole source provider, Trojan Technologies of London, Ontario at an estimated cost of Fifteen Thousand One Hundred Sixty-Two Dollars (\$15,162).

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

(229-09-2021) RESOLVED, To authorize the purchase of twenty-five (25) outdoor radios and twelve (12) indoor radios for SCADA communications from Stuart C. Irby Company of Liverpool, New York at a total cost of Eighty-Two Thousand Four Hundred Sixty-Five Dollars (\$82,465.00).

Mr. Szabo then referred to a policies and procedures request. On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(230-09-2021) RESOLVED, That the Authority hereby establishes a reservist differential pay policy in accordance with the provisions of 5 U.S.C. 5538, and that the Authority utilize the U.S. Office of Personnel Management Policy Guidance Regarding Reservist Differential under 5 U.S.C. 5538, as the same may change from time to time, to implement such policy; and be it

FURTHER RESOLVED, To amend Policy 107 of the SCWA Policies and Procedures Manual to include the updated reservist differential pay policy.

Mr. Szabo then referred to a training request. On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(231-09-2021) RESOLVED, To authorize the attendance of Dilara Yildiz, Assistant Electrical Engineer at two (2) four (4) – day online trainings regarding ETAP (Electrical Power System Analysis & Operations Software) for an estimated cost of Three Thousand Four Hundred Dollars (\$3,400).

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

(232-09-2021) RESOLVED, To authorize the virtual attendance of Brad Feldman, GIS Sr. Analyst, Jim Touchet, GIS Manager, Thomas Withers, GIS Specialist, Dennis Moore, GIS Systems Analyst, and Rich Bova, Deputy Director of SI at the 2021 Northeast ARC (NEARC) Users Group Conference from October 17 to October 20 2021, held in New Haven, Connecticut at an estimated total cost of One Thousand Three Hundred Seventy-Five Dollars (\$1,375).

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

(233-09-2021) RESOLVED, To authorize the attendance of Donna Mancuso, Deputy CEO for Administration at the AWWA/WEF Utility Management Conference February 21-24, 2022 in Orlando, Florida at an estimated total cost of Two Thousand Five Hundred Dollars (\$2,500).

Mr. Szabo reviewed several personnel requests. On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(234-09-2021) RESOLVED, To renew the Authority's Flexible Spending Account (FSA) with Ameriflex of Mount Laurel, New Jersey for a one-year period beginning January 1, 2022 at an approximate annual cost of Three Thousand Seven Hundred Dollars (\$3,700).

Upon further explanation of details by Donna Mancuso, Deputy CEO for Administration and on motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, it was

(235-09-2021) RESOLVED, To renew the Authority's employee dental plan with Ameritas Life Insurance Corp. of New York of Bristol, Connecticut for a one-year period beginning January 1, 2022.

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

(236-09-2021) RESOLVED, To renew the Authority's employee vision plan with Davis Vision of Plainview, New York for a four-year period beginning January 1, 2022.

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

(237-09-2021) RESOLVED, To enter into a construction management and lease agreement with the Town of Babylon to construct and operate Oak Beach Public Water Supply system to serve approximately Fifty-Six homes; and be it

FURTHER RESOLVED, That the Town of Babylon will be responsible for all costs for the construction of the water system to a maximum of Five Million Five Hundred Twenty-Three Three Hundred Dollars (\$5,523,300); and be it

FURTHER RESOLVED, That upon completion of the construction SCWA will lease the system for Forty years; and be it

FURTHER RESOLVED, 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 reviewed the original invoices to be paid from the Operating Fund, and on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(238-09-2021) RESOLVED, That the following invoices be paid from the Operating Fund:

| | |
|---|-----------|
| Dvirka & Bartilucci | 58,391.00 |
| O'Connor, O'Connor, Hintz & Deveney LLP | 3,904.39 |

SEQRA REVIEW

Where applicable, the foregoing resolutions, unless otherwise noted, will not have a significant adverse impact on the environment within the meaning of Section 8-0109 of the Environmental Conservation Law.

The Members scheduled their next regular meeting for Thursday, October 28, 2021, beginning at 3:00 p.m at the Hauppauge Education Center.

At this time, Ms. Devine stated that the email inbox was checked for public comment. There was no public comment at this time.

At 4:15 p.m., on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(239-09-2021) RESOLVED, That the Members go into an Executive Session for the purpose of discussing litigation, personnel matters, and labor negotiations.

Ms. Gordon arrived at 4:15 p.m. The meeting was again called to order at 5:05 p.m.

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

(240-09-2021) RESOLVED, To employ William Christine, of Shoreham, New York as Programmer Intern in the Information Technology Department at an hourly rate of \$17, 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

(241-09-2021) RESOLVED, To authorize an additional personal leave of absence for Nicholas Caracappa, maintenance person as an exception to Policy 107 through March 1, 2022.

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

(242-09-2021) RESOLVED, To employ both Steven Blevins of Ronkonkoma, New York and Vonciel Rae Stewart of Rocky Point, New York, as Procurement Agent I at an annual salary of Sixty-Five Thousand Dollars (\$65,000) each, effective upon successful completion of pre-employment physical and background check.

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

(243-09-2021) RESOLVED, To employ both Claire Walsh of Northport, New York and Sebastian Villacres of Deer Park, New York as HR Assistants at an annual salary of Forty-Eight Thousand Five Hundred Dollars (\$48,500) each, 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, itw as

(244-09-2021) RESOLVED, That Board Member Jacqueline Gordon has voted in favor of all resolutions approved at this meeting.

As there was no further business to be considered, on motion made by Mr. Bishop, duly seconded by Ms. Gordon, the meeting was adjourned at 5:09 p.m.

Jane Devine, Secretary

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 5, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7785 – Snow Removal Services - November 1, 2021 to April 30, 2022

| | | | |
|------------------------------|----------------------------------|------------------------|------------------------------|
| Opened: | <u>September 10, 2021</u> | Published: | <u>August 6, 2021</u> |
| No. of Bids received: | <u>4</u> | Documents Sent: | <u>15</u> |

Low Responsive & Responsible Bidders:
B & B Maintenance Service
\$8,820 (Hauppauge & Oakdale Campus)

| | |
|-----------------------------|-----------------------------------|
| DGB Landscaping Inc. | CJL Landscape & Design |
| \$6,950 (Huntington) | \$13,725 (Coram) |

Recommendation: Award to Low Responsive & Responsible Bidders for the offices noted above.

Comments: Pricing is requested on a per plow basis for various snowfall amounts at the three (3) office locations noted above in addition to emergency snowplow response. SCWA personnel maintain all other locations.

Specifications advise bidders that “award may be based upon a straight comparison of plowing rates or upon the average of prices submitted for plowing snowfall amounts of 2 inches to 4 inches and 4.1 inches to 7 inches”, etc., and that “the Authority maintains the right to evaluate all other bid prices to establish consistency with normal industry practices and pricing”. In addition past contractor’s performance is considered in the evaluation of bids received.

Before awarding the contract, the Authority conducts an affirmative review of the contractor’s equipment to determine that such contractor is responsible before it can proceed to award the contract. Although Blink Contractors LLC submitted the lowest bid for emergency response for all locations, an inspection of their facility and equipment determined that they are not capable of providing the service as per specifications.

Based on the above we seek the Boards approval to award this contract to B & B Maintenance Service; CJL Landscape & Design and DGB Landscaping Inc., all bidders submitted responsive bids and have performed in a satisfactory manner on previous Authority contracts.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
D. Mancuso, Deputy CEO for Administration
J. Kleinman, Director of General Services



Attachments: 1 Memo, 1 Tabulation, List of Firms Invited to Bid

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 10 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND CORAM - PLOW & WALKWAYS | 6000005718 10 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 CORAM - PLOW & WALKWAYS | 6000005716 10 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND CORAM - PLOW & WALKWAYS |
|--|--|---|---|---|
| 10 3003276 SNOW REM CORAM 2" to 4" MAX 1 AU | Total Val.: Unit Price: Rank: | No Bid | 950.00 950.00 2 | 900.00 900.00 1 |
| 20 3003277 SNOW REM CORAM 4.1" to 7' MAX 1 AU | Total Val.: Unit Price: Rank: | No Bid | 1,450.00 1,450.00 2 | 1,400.00 1,400.00 1 |
| 30 3003278 SNOW REM CORAM 7.1" TO 10" MAX 1 AU | Total Val.: Unit Price: Rank: | No Bid | 2,100.00 2,100.00 2 | 2,000.00 2,000.00 1 |
| 40 3003279 SNOW REM CORAM 10.1" to 13" MAX 1 AU | Total Val.: Unit Price: Rank: | No Bid | 2,575.00 2,575.00 2 | 2,400.00 2,400.00 1 |
| 50 3003280 SNOW REM CORAM 13.1" to 24" MAX 1 AU | Total Val.: Unit Price: Rank: | No Bid | 4,375.00 4,375.00 2 | 4,300.00 4,300.00 1 |
| 60 3000775 SNOW REM - APPLY NYS DOT MIX 1 EA | Total Val.: Unit Price: Rank: | No Bid | 875.00 875.00 2 | 895.00 895.00 3 |
| 70 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 400.00 400.00 2 | 250.00 250.00 1 |
| 80 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 300.00 300.00 2 | 200.00 200.00 1 |
| Total Services | Val.: Rank: | | 13,025.00 0.00 2 | 12,345.00 11,450.00 1 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 10 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 CORAM - PLOW & WALKWAYS |
| 10 3003276 SNOW REM CORAM 2" to 4" MAX 1 AU | Total Val.: Unit Price: Rank: | 2,620.00 2,620.00 3 |
| 20 3003277 SNOW REM CORAM 4.1" to 7' MAX 1 AU | Total Val.: Unit Price: Rank: | 3,000.00 3,000.00 3 |
| 30 3003278 SNOW REM CORAM 7.1" TO 10" MAX 1 AU | Total Val.: Unit Price: Rank: | 3,450.00 3,450.00 3 |
| 40 3003279 SNOW REM CORAM 10.1" to 13" MAX 1 AU | Total Val.: Unit Price: Rank: | 3,600.00 3,600.00 3 |
| 50 3003280 SNOW REM CORAM 13.1" to 24" MAX 1 AU | Total Val.: Unit Price: Rank: | 5,450.00 5,450.00 3 |
| 60 3000775 SNOW REM - APPLY NYS DOT MIX 1 EA | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 70 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 450.00 450.00 3 |
| 80 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 3 |
| Total Services | Val.: Rank: | 19,270.00 350.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for CORAM - PLOW & WALKWAYS, 11:00 AM, prevailing time, Oakdale, New York

TABULATION OF BIDS
CONTRACT NO. 7785

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|-----------|--------------|--------------------------|
| Line Item | Quot. Item: | 6000005717 10 |
| Service | Bidder: | 107170 |
| Sh. Text | Name: | BLINK CONTRACTORS LLC |
| Qty | Address: | 805 ALBIN AVE STE B |
| | City | LINDENHURST |
| | State | NY |
| | Zip Code | 11757 |
| | Item Text: | CASHIER'S CHECK \$500.00 |
| | Description: | CORAM - PLOW & WALKWAYS |

Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

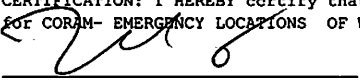
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 600005719 70 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND CORAM- EMERGENCY LOCATIONS OF WORK | 600005718 70 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 CORAM- EMERGENCY LOCATIONS OF WORK | 600005716 70 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND CORAM- EMERGENCY LOCATIONS OF WORK |
|--|--|---|---|---|
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 400.00 400.00 3 | 380.00 380.00 2 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 300.00 300.00 3 | 280.00 280.00 2 |
| Total Services | Val.: Rank: | | 700.00 0.00 3 | 660.00 0.00 2 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 70 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 CORAM- EMERGENCY LOCATIONS OF WORK |
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 250.00 250.00 1 |
| Total Services | Val.: Rank: | 600.00 1 600.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 FOR CORAM- EMERGENCY LOCATIONS OF WORK, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021


| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 80 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND HAUPPAUGE EMERGENCY LOCATIONS OF WORK | 6000005718 80 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 HAUPPAUGE EMERGENCY LOCATIONS OF WORK | 6000005716 80 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND HAUPPAUGE EMERGENCY LOCATIONS OF WORK |
|--|--|---|---|---|
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 400.00 400.00 3 | 380.00 380.00 2 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 300.00 300.00 3 | 280.00 280.00 2 |
| Total Services | Val.: Rank: | | 700.00 0.00 3 | 660.00 0.00 2 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 80 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 HAUPPAUGE EMERGENCY LOCATIONS OF WORK |
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 250.00 250.00 1 |
| Total Services | Val.: Rank: | 600.00 1 600.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021 for HAUPPAUGE EMERGENCY LOCATIONS OF WORK, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

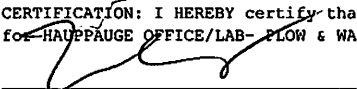
| Line Item Service | Qty | Sh. Text | Quot. Item: | 6000005719 | 20 | 6000005718 | 20 | 6000005716 | 20 |
|---|-----|----------|-------------|--|----|--|------------------------|--|--------------------------------|
| Bidder: | | | 106367 | DGB LANDSCAPING, INC. | | 105634 | CJL LANDSCAPE & DESIGN | 105137 | B & B MAINTENANCE SERVICES INC |
| Name: | | | | 14 LAWRENCE HILL ROAD | | 7 ALAN ST | | PO BOX 183 | |
| Address: | | | | HUNTINGTON | | HOLBROOK | | RONKONKOMA | |
| City | | | | NY | | NY | | NY | |
| State | | | | 11743 | | 11741 | | 11779 | |
| Zip Code | | | | BID BOND | | CASHIERS CHECK \$500.00 | | BID BOND | |
| Item Text: | | | | HAUAPPAUGE OFFICE/LAB- FLOW & WALKWAYS | | HAUAPPAUGE OFFICE/LAB- FLOW & WALKWAYS | | HAUAPPAUGE OFFICE/LAB- FLOW & WALKWAYS | |
| Description: | | | | | | | | | |
| 10 | | | | | | | | | |
| 3003321 | | | | No Bid | | 2 | 750.00 | 1 | 650.00 |
| SNOW REM HAUPPAUGE 2" to 4" MAX | | | | | | | 750.00 | | 650.00 |
| 1 AU | | | | | | | | | |
| 20 | | | | | | | | | |
| 3003322 | | | | No Bid | | 2 | 1,000.00 | 1 | 900.00 |
| SNOW REM HAUPPAUGE 4.1" to 7" MAX | | | | | | | 1,000.00 | | 900.00 |
| 1 AU | | | | | | | | | |
| 30 | | | | | | | | | |
| 3003323 | | | | No Bid | | 2 | 1,300.00 | 1 | 1,250.00 |
| SNOW REM HAUPPAUGE 7.1" TO 10" MAX | | | | | | | 1,300.00 | | 1,250.00 |
| 1 AU | | | | | | | | | |
| 40 | | | | | | | | | |
| 3003324 | | | | No Bid | | 1 | 1,600.00 | 1 | 1,600.00 |
| SNOW REM HAUPPAUGE 10.1" to 13" MAX | | | | | | | 1,600.00 | | 1,600.00 |
| 1 AU | | | | | | | | | |
| 50 | | | | | | | | | |
| 3003325 | | | | No Bid | | 2 | 2,175.00 | 1 | 2,150.00 |
| SNOW REM HAUPPAUGE 13.1" to 24" MAX | | | | | | | 2,175.00 | | 2,150.00 |
| 1 AU | | | | | | | | | |
| 60 | | | | | | | | | |
| 3000775 | | | | No Bid | | 3 | 600.00 | 2 | 590.00 |
| SNOW REM - APPLY NYS DOT MIX | | | | | | | 600.00 | | 590.00 |
| 1 EA | | | | | | | | | |
| 70 | | | | | | | | | |
| 3003313 | | | | No Bid | | 2 | 400.00 | 1 | 250.00 |
| Pay load/dp truck rem/disp snow off sit | | | | | | | 400.00 | | 250.00 |
| 1.0 HR | | | | | | | | | |
| 80 | | | | | | | | | |
| 3003314 | | | | No Bid | | 2 | 300.00 | 1 | 200.00 |
| Pay load/oper move snow around on site | | | | | | | 300.00 | | 200.00 |
| 1.0 HR | | | | | | | | | |
| Total Services | | | | | | | | | |
| | | | | | | | 8,125.00 | | 7,590.00 |
| | | | | | | | 1,600.00 | | 7,000.00 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 20 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 HAUPPAUGE OFFICE/LAB- PLOW & WALKWAYS |
| 10 3003321 SNOW REM HAUPPAUGE 2" to 4" MAX 1 AU | Total Val.: Unit Price: Rank: | 950.00 950.00 3 |
| 20 3003322 SNOW REM HAUPPAUGE 4.1" to 7" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,500.00 1,500.00 3 |
| 30 3003323 SNOW REM HAUPPAUGE 7.1" TO 10" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,500.00 1,500.00 3 |
| 40 3003324 SNOW REM HAUPPAUGE 10.1" to 13" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,900.00 1,900.00 3 |
| 50 3003325 SNOW REM HAUPPAUGE 13.1" to 24" MAX 1 AU | Total Val.: Unit Price: Rank: | 2,350.00 2,350.00 3 |
| 60 3000775 SNOW REM - APPLY NYS DOT MIX 1 EA | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 70 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 450.00 450.00 3 |
| 80 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 3 |
| Total Services | Val.: Rank: | 9,350.00 350.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for HAUPPAUGE OFFICE/LAB- PLOW & WALKWAYS, 11:00 AM, prevailing time, Oakdale, New York



TABULATION OF BIDS
CONTRACT NO. 7785

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|-----------|--------------|---------------------------------------|
| Line Item | Quot. Item: | 6000005717 20 |
| Service | Bidder: | 107170 |
| Sh. Text | Name: | BLINK CONTRACTORS LLC |
| Qty | Address: | 805 ALBIN AVE STE B |
| | City | LINDENHURST |
| | State | NY |
| | Zip Code | 11757 |
| | Item Text: | CASHIER'S CHECK \$500.00 |
| | Description: | HAUPPAUGE OFFICE/LAB- PLOW & WALKWAYS |

Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

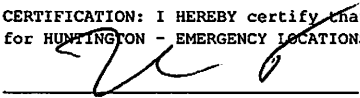
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 60 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND HUNTINGTON - EMERGENCY LOCATIONS OF WOR | 6000005718 60 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 HUNTINGTON - EMERGENCY LOCATIONS OF WOR | 6000005716 60 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND HUNTINGTON - EMERGENCY LOCATIONS OF WOR |
|--|--|---|---|---|
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 500.00 500.00 4 | 400.00 400.00 3 | 380.00 380.00 2 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 300.00 300.00 3 | 300.00 300.00 3 | 280.00 280.00 2 |
| Total Services | Val.: Rank: | 800.00 0.00 4 | 700.00 0.00 3 | 660.00 0.00 2 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 60 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 HUNTINGTON - EMERGENCY LOCATIONS OF WOR |
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 250.00 250.00 1 |
| Total Services | Val.: Rank: | 600.00 1 600.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for HUNTINGTON - EMERGENCY LOCATIONS OF WORK, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 30 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND HUNTINGTON CM OFFICE - PLOW & WALKWAYS | 6000005718 30 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 HUNTINGTON CM OFFICE - PLOW & WALKWAYS | 6000005716 30 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND HUNTINGTON CM OFFICE - PLOW & WALKWAYS |
|--|--|--|--|--|
| 10 3003326 SNOW REM HUNTINGTON 2" TO 4" MAX 1 AU | Total Val.: Unit Price: Rank: | 325.00 325.00 2 | No Bid | 300.00 300.00 1 |
| 20 3003327 SNOW REM HUNTINGTON 4.1" to 7" MAX 1 AU | Total Val.: Unit Price: Rank: | 575.00 575.00 2 | No Bid | 550.00 550.00 1 |
| 30 3003328 SNOW REM HUNTINGTON 7.1" to 10" MAX 1 AU | Total Val.: Unit Price: Rank: | 875.00 875.00 1 | No Bid | 875.00 875.00 1 |
| 40 3003329 SNOW REM HUNTINGTON 10.1" to 13" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,175.00 1,175.00 2 | No Bid | 1,170.00 1,170.00 1 |
| 50 3003330 SNOW REM HUNTINGTON 13.1" TO 24" MAX 1 AU | Total Val.: Unit Price: Rank: | 2,275.00 2,275.00 3 | No Bid | 2,250.00 2,250.00 2 |
| 60 3000775 SNOW REM - APPLY NYS DOT MIX 1 EA | Total Val.: Unit Price: Rank: | 325.00 325.00 1 | No Bid | 350.00 350.00 2 |
| 70 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 500.00 500.00 3 | No Bid | 250.00 250.00 1 |
| 80 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 300.00 300.00 2 | No Bid | 200.00 200.00 1 |
| Total Services | Val.: Rank: | 6,350.00 1,200.00 2 | | 5,945.00 3,345.00 1 |

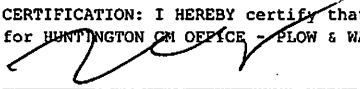
TABULATION OF BIDS
 CONTRACT NO. 7785

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 30 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 HUNTINGTON CM OFFICE - PLOW & WALKWAYS |
| 10 3003326 SNOW REM HUNTINGTON 2" TO 4" MAX 1 AU | Total Val.: Unit Price: Rank: | 490.00 490.00 3 |
| 20 3003327 SNOW REM HUNTINGTON 4.1" to 7" MAX 1 AU | Total Val.: Unit Price: Rank: | 995.00 995.00 3 |
| 30 3003328 SNOW REM HUNTINGTON 7.1" to 10" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,050.00 1,050.00 3 |
| 40 3003329 SNOW REM HUNTINGTON 10.1" to 13" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,200.00 1,200.00 3 |
| 50 3003330 SNOW REM HUNTINGTON 13.1" TO 24" MAX 1 AU | Total Val.: Unit Price: Rank: | 1,900.00 1,900.00 1 |
| 60 3000775 SNOW REM - APPLY NYS DOT MIX 1 EA | Total Val.: Unit Price: Rank: | 350.00 350.00 2 |
| 70 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 450.00 450.00 2 |
| 80 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 3 |
| Total Services | Val.: Rank: | 6,785.00 3 1,900.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for HUNTINGTON CM OFFICE - PLOW & WALKWAYS, 11:00 AM, prevailing time, Oakdale, New York



TABULATION OF BIDS
CONTRACT NO. 7785

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|-----------|--------------|--|
| Line Item | Quot. Item: | 6000005717 30 |
| Service | Bidder: | 107170 |
| Sh. Text | Name: | BLINK CONTRACTORS LLC |
| Qty | Address: | 805 ALBIN AVE STE B |
| | City | LINDENHURST |
| | State | NY |
| | Zip Code | 11757 |
| | Item Text: | CASHIER'S CHECK \$500.00 |
| | Description: | HUNTINGTON CM OFFICE - PLOW & WALKWAYS |

Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

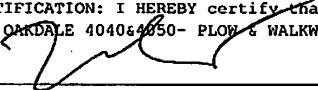
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 40 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND OAKDALE 4040&4050- PLOW & WALKWAYS EMER | 6000005718 40 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 OAKDALE 4040&4050- PLOW & WALKWAYS EMER | 6000005716 40 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND OAKDALE 4040&4050- PLOW & WALKWAYS EMER |
|--|--|---|---|---|
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 400.00 400.00 3 | 380.00 380.00 2 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 300.00 300.00 3 | 280.00 280.00 2 |
| Total Services | Val.: Rank: | | 700.00 0.00 3 | 660.00 0.00 2 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 40 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 OAKDALE 4040&4050- PLOW & WALKWAYS EMER |
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 250.00 250.00 1 |
| Total Services | Val.: Rank: | 600.00 1 600.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021 for OAKDALE 4040&4050- PLOW & WALKWAYS EMERG, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005719 50 106367 DGB LANDSCAPING, INC. 14 LAWRENCE HILL ROAD HUNTINGTON NY 11743 BID BOND OAKDALE 4060 - PLOW & WALKWAYS - EMERG. | 6000005718 50 105634 CJL LANDSCAPE & DESIGN 7 ALAN ST HOLBROOK NY 11741 CASHIERS CHECK \$500.00 OAKDALE 4060 - PLOW & WALKWAYS - EMERG. | 6000005716 50 105137 B & B MAINTENANCE SERVICES INC PO BOX 183 RONKONKOMA NY 11779 BID BOND OAKDALE 4060 - PLOW & WALKWAYS - EMERG. |
|--|--|---|---|---|
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 400.00 400.00 3 | 380.00 380.00 2 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | No Bid | 300.00 300.00 3 | 280.00 280.00 2 |
| Total Services | Val.: Rank: | | 700.00 0.00 3 | 660.00 0.00 2 |

SNOW REMOVAL AT VARIOUS SCWA SITES

Bid Opening, 09/10/2021

| | | |
|--|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005717 50 107170 BLINK CONTRACTORS LLC 805 ALBIN AVE STE B LINDENHURST NY 11757 CASHIER'S CHECK \$500.00 OAKDALE 4060 - PLOW & WALKWAYS - EMERG. |
| 10 3003313 Pay load/dp truck rem/disp snow off sit 1.0 HR | Total Val.: Unit Price: Rank: | 350.00 350.00 1 |
| 20 3003314 Pay load/oper move snow around on site 1.0 HR | Total Val.: Unit Price: Rank: | 250.00 250.00 1 |
| Total Services | Val.: Rank: | 600.00 1 600.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021 for OAKDALE 4060 - PLOW & WALKWAYS - EMERG., 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

CONTRACT 7785
Furnishing of Snow Removal Services
Bid Opening, September 10, 2021

| CONTRACT DOCUMENTS SENT TO | | | EMAIL ADDRESS |
|---|----------------------------|--------------------------------------|--|
| A Lot Maintenance Corp | 670 Berfoud Place | East Meadow, NY 11554 | natbpsnow@aol.com |
| B&B Maintenance | P.O. Box 183 | Ronkonkoma, NY 11779 | bbmaintenance@optonline.net |
| Coastal Contracting Corp. | 1-12 Schwab Rd. | Melville, NY 11747 | info@coastalcontractingcorp.com |
| CJL Landscape & Design | 66 Newton Blvd | Ronkonkoma, NY 11779 631-365-4801 | Coreylohr343@gmail.com |
| DGB Landscaping Inc. | 14 Lawrence Hill Rd | Huntington, NY 11743 | Dgbland20@yahoo.com |
| Eastern Property Services Inc. | P.O. BOX 364 | Rocky Point, NY 11778 | pristinels@optonline.net |
| Foxtrot Farms | 7 White Deer Ct | Huntington, NY 11743 | 9fox@pffcorp.com |
| Impressive Properties Inc. | 17 Jamor Ct | Nesconset, N 11767 | impressiveprop@gmail.com |
| Long Island Landscaping & Masonry | 50A Winston Drive | Smithtown, NY 11787 | Longislandlandscapes1@gmail.com |
| Long Island Maintenance & Repair | P.O. Box 415 | East Islip, NY 11750 | longislandmaint@gmail.com |
| N Y Snow Busters | 15 Peconic Ave | Medford, NY 11763 | jason@nysnowbuster.com |
| R.B.R. Contractors, Inc. | 434 Old Suffolk Ave | Islandia, NY 11749 | lara@rbrsnow.com |
| The Landtek Group Inc. | 235 County Line Rd | Amityville, NY 11701 | estimating@landtekgroup.com |
| Bid Reporter | PO Box 250 | Yonkers, NY 10710 | Kimkmg724@aol.com |
| Construction Information Systems Attn: Linda Aries | 170 Kinnelon Rd Suite 1 | Kinnelon, NJ 07405 | cis@cisleads.com |

PRESENT AT BID OPENING:

Marlon Torres, Director of Purchasing
Catherine Congiusta, Clerk

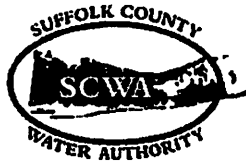


EXHIBIT D

CONTACT INFO
CONTRACT NO. 7785

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 Waldhof Pres. | 999 John St Bohemia, NY 11716 |
| Robert Waldhof VP | 999 John St Bohemia, NY 11714 |

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

| | |
|-------------|----------------------------------|
| Contractor: | B & B Maintenance Services, inc. |
| Signature: | |
| Name: | Robert Waldhof VP |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|----------------------------------|
| Business Name: | B & B Maintenance Services, inc |
| Business Address of Contractor: | 25 GARDEN LN BROOKLYN, NY 11719 |
| Contact Person for Contract Follow-Up: | Robert Waldhof |
| Business Contact Telephone: | 631 803 2227 |
| Cell Number: | 631 972 7065 |
| E-Mail Address: | Robbye@BBMaintenanceServices.com |
| Fax Number: | 631-935-9120 |
| Federal Employee Identification Number: | 510664710 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | 8/12/21 |

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EXHIBIT D

CONTACT INFO
 CONTRACT NO. 7785

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 |
|------------------------|--------------------------|
| Corey Lohr / President | 7 Alan Holbrook NY 11741 |
| | |
| | |

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

| | |
|-------------|------------------------|
| Contractor: | CJL Landscape & Design |
| Signature: | <i>C.L.</i> |
| Name: | Corey Lohr |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|-------------------------------|
| Business Name: | CJL Landscape & Design |
| Business Address of Contractor: | 66 Newton Blvd Ronk. NY 11779 |
| Contact Person for Contract Follow-Up: | Corey Lohr |
| Business Contact Telephone: | 631 365 4801 |
| Cell Number: | 631-365 4801 |
| E-Mail Address: | CoreyLohr343@gmail.com |
| Fax Number: | |
| Federal Employee Identification Number: | 82-43000820 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | 54239-H |
| Date: | 9-8-21 |

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EXHIBIT D

CONTACT INFO
CONTRACT NO. 7785

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 |
|----------------------------------|--------------------------------------|
| David G. Bergmann Jr., President | Briarfield Lane, Huntington NY 11743 |
| | |
| | |

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

| | |
|-------------|--------------------------------|
| Contractor: | DGB Landscaping Inc. |
| Signature: | <i>[Handwritten Signature]</i> |
| Name: | David G. Bergmann Jr. |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|---|
| Business Name: | DGB Landscaping Inc. |
| Business Address of Contractor: | 14 Lawrence Hill Rd, Huntington, NY 11743 |
| Contact Person for Contract Follow-Up: | David G. Bergmann Jr. |
| Business Contact Telephone: | (631) 805-0566 |
| Cell Number: | (631) 988-8520 |
| E-Mail Address: | dgbland20@yahoo.com |
| Fax Number: | (631) 424-4013 |
| Federal Employee Identification Number: | 26-2100189 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | H36305 |
| Date: | 9/7/21 |

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SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 18, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7793 – Furnishing of Rigging & Mechanical Services Associated with the Relocation of Granular Activated Carbon Adsorption Systems & Other Miscellaneous Equipment.
December 1, 2021 to November 30, 2022

Opened: September 23, 2021 **Published:** August 18, 2021

No. of Bids Received: 2 **Documents Sent:** 3

Low Bidder: AALCO Transport and Storage Inc.
Bid Amount: \$292,125

Recommendation: Award to Low Bidder

Comments: Invitation to Bid documents were sent to three (3) prospective bidders. As a result, the Authority received two (2) bids; ranged from \$292,125 to \$338,780.

Bid price comparison to the current contract (#7562 – held by Jack Pedowitz Enterprises, awarded October 2018, expires November 2021, amount: \$297,160) reflects an approximate 1.7% decrease, refer to cost comparison document.

The low bidder, AALCO Transport and Storage Inc., is new to the Authority. The Engineering Department personnel have inspected the bidder's equipment and storage location: they maintain two (2) yards locally in Farmingdale and Melville. In addition, they have employed the appropriate personnel who are familiar with our rigging work and have previously supervised previous rigging work under former contracts.

The Engineering Department has reviewed the Bid submitted and recommends award to AALCO Transport and Storage Inc.

Competition supports the low bid.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering



Attachments: 1 memo, 1 tabulation & List of Bidder's

Rigging & Mechanical Services Associated w/Relocation of GAC Adsorption Systems

Bid Opening, 09/23/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005723 10 107474 AALCO TRANSPORT AND STORAGE INC. 55 ENGINEERS LANE STE. #4 FARMINGDALE NY 11735 Bid Bond 7793 - GAC Rigging & Mechanical Service | 6000005724 10 105242 JACK PEDOWITZ ENTERPRISES INC 1765 EXPRESSWAY DRIVE NORTH HAUPPAUGE NY 11788 Cashier's Check: \$16,939.00 7793 - GAC Rigging & Mechanical Service |
|--|--|---|--|
| 10 3000434 RELOC 10' OR 12' DIA 125/200 PSI GAC SY 2 EA | Total Val.: Unit Price: Rank: | 81,500.00 40,750.00 2 | 79,900.00 39,950.00 1 |
| 20 3000435 DISASSEMBLE/ASSEMBLE METAL BLDG SYSTEMS 2 EA | Total Val.: Unit Price: Rank: | 60,000.00 30,000.00 2 | 54,880.00 27,440.00 1 |
| 30 3000436 20 TON CRANE 10 DAY | Total Val.: Unit Price: Rank: | 16,000.00 1,600.00 1 | 32,500.00 3,250.00 2 |
| 40 3000437 50 TON CRANE 5 DAY | Total Val.: Unit Price: Rank: | 13,250.00 2,650.00 1 | 18,250.00 3,650.00 2 |
| 50 3000438 90 TON CRANE 5 DAY | Total Val.: Unit Price: Rank: | 19,875.00 3,975.00 1 | 30,750.00 6,150.00 2 |
| 60 3002352 CRANE RENTAL - 120 TON 5 DAY | Total Val.: Unit Price: Rank: | 32,000.00 6,400.00 1 | 35,750.00 7,150.00 2 |
| 70 3000439 15 TON FORKLIFT 5 DAY | Total Val.: Unit Price: Rank: | 14,250.00 2,850.00 1 | 19,750.00 3,950.00 2 |
| 80 3000440 TRACTOR - RIGGING/MECH SERVICES 15 DAY | Total Val.: Unit Price: Rank: | 18,750.00 1,250.00 1 | 27,750.00 1,850.00 2 |
| 90 | | | |

Rigging & Mechanical Services Associated w/Relocation of GAC Adsorption Systems

Bid Opening, 09/23/2021

| | | | |
|--|--|---|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005723 10 107474 AALCO TRANSPORT AND STORAGE INC. 55 ENGINEERS LANE STE. #4 FARMINGDALE NY 11735 Bid Bond 7793 - GAC Rigging & Mechanical Service | 6000005724 10 105242 JACK PEDOWITZ ENTERPRISES INC 1765 EXPRESSWAY DRIVE NORTH HAUPPAUGE NY 11788 Cashier's Check: \$16,939.00 7793 - GAC Rigging & Mechanical Service |
| 3000441 TRANSPORTATION - RIGGING/MECH SERVICES 10 DAY | Total Val.: Unit Price: Rank: | 16,500.00 1,650.00 1 | 25,000.00 2,500.00 2 |
| 100 3000442 LABOR & SERVICE TRUCK- RIGGING/MECH SER 50.0 HR | Total Val.: Unit Price: Rank: | 20,000.00 400.00 2 | 14,250.00 285.00 1 |
| Total Services | Val.: Rank: | 292,125.00 130,625.00 1 | 338,780.00 149,030.00 2 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/23/2021
 for 7793 - GAC Rigging & Mechanical Services, 11:00 AM, prevailing time, Oakdale, New York

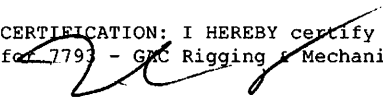

 Marlon Torres, Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. 7793

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 |
|---------------------------|----------------------------------|
| Keith Rosenberg President | 10 Riccio Road Harrison NY 10589 |
| | |
| | |

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

| | |
|-------------|---------------------------------|
| Contractor: | AALCO Transport and Storage Inc |
| Signature: | |
| Name: | Keith Rosenberg |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|--|
| Business Name: | AALCO Transport and Storage Inc |
| Business Address of Contractor: | 55 Engineers Lane Site #4 Farmingdale NY 11735 |
| Contact Person for Contract Follow-Up: | Douglas West |
| Business Contact Telephone: | (631) 420 9000 |
| Cell Number: | (631) 831-8910 |
| E-Mail Address: | doug@aalco.net |
| Fax Number: | (631) 420-9080 |
| Federal Employee Identification Number: | 11-2495211 11-2495211 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | 9/23/2021 |

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Contract Rigging - Bid Comparison Table

| Item | Desc | OLD Contract | | | LOW Bidder | | | 2ND LOW Bidder | | | % Chg from LOW BIDDER | |
|------|-----------------------|--------------|--------------------|---------------|------------|--------------------|--------------|----------------|-----|-----------------------|-----------------------------|--------|
| | | Qty | Cont 7562 AALCO | Total | Qty | Cont 7793 AALCO | Total | % Chg | Qty | Cont 7793 Pedowitz | | Total |
| 1 | Relocate GAC Syst | 2 | \$ 34,640.00 | \$ 69,280.00 | 2 | \$ 40,750.00 | \$ 81,500.00 | 17.64 | 2 | \$ 39,950.00 | \$ 79,900.00 | -1.96 |
| 2 | Diassemble Bldgs | 2 | \$ 27,440.00 | \$ 54,880.00 | 2 | \$ 30,000.00 | \$ 60,000.00 | 9.33 | 2 | \$ 27,440.00 | \$ 54,880.00 | -8.53 |
| 3 | 20 Ton Crane | 10 | \$ 2,100.00 | \$ 21,000.00 | 10 | \$ 1,600.00 | \$ 16,000.00 | -23.81 | 10 | \$ 3,250.00 | \$ 32,500.00 | 103.13 |
| 4 | 50 ton Crane | 5 | \$ 3,150.00 | \$ 15,750.00 | 5 | \$ 2,650.00 | \$ 13,250.00 | -15.87 | 5 | \$ 3,650.00 | \$ 18,250.00 | 37.74 |
| 5 | 90 Ton Crane | 5 | \$ 4,670.00 | \$ 23,350.00 | 5 | \$ 3,975.00 | \$ 19,875.00 | -14.88 | 5 | \$ 6,150.00 | \$ 30,750.00 | 54.72 |
| 6 | 120 Ton Crane | 5 | \$ 7,140.00 | \$ 35,700.00 | 5 | \$ 6,400.00 | \$ 32,000.00 | -10.36 | 5 | \$ 7,150.00 | \$ 35,750.00 | 11.72 |
| 7 | 15 Ton Forklift | 5 | \$ 3,940.00 | \$ 19,700.00 | 5 | \$ 2,850.00 | \$ 14,250.00 | -27.66 | 5 | \$ 3,950.00 | \$ 19,750.00 | 38.60 |
| 8 | Tractor | 15 | \$ 1,450.00 | \$ 21,750.00 | 15 | \$ 1,250.00 | \$ 18,750.00 | -13.79 | 15 | \$ 1,850.00 | \$ 27,750.00 | 48.00 |
| 9 | Transporter | 10 | \$ 2,150.00 | \$ 21,500.00 | 10 | \$ 1,650.00 | \$ 16,500.00 | -23.26 | 10 | \$ 2,500.00 | \$ 25,000.00 | 51.52 |
| 10 | Skilled Labor & Truck | 50 | \$ 285.00 | \$ 14,250.00 | 50 | \$ 400.00 | \$ 20,000.00 | 40.35 | 50 | \$ 285.00 | \$ 14,250.00 | -28.75 |
| | | | | \$ 297,160.00 | | \$ 292,125.00 | | -1.72 | | \$ 338,780.00 | | 14.01 |

CONTRACT NO. 7793
Furnishing of Rigging and Mechanical Services
Bid Opening, September 23, 2021

CONTRACT DOCUMENTS SENT TO:

| | | |
|--------------------------------------|-----------------------------|---|
| Jack Pedowitz Enterprises | 1765 Expressway Drive North | Hauppauge, NY 11788 RTB@pedowitz.com fidec@optonline.net |
| Boilermatic Welding Industries, Inc. | 17 Peconic Avenue | Medford, NY 11763 spole@boilermatic.com |
| AALCO Transport and Storage Inc.: | 55 Engineers Lane suite 4 | Farmingdale, NY 11735 doug@aalco.net |

PRESENT AT BID OPENING:
Marlon Torres, Director of Purchasing
Catherine Congiusta, Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 7, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7795 – Maintenance of Fueling Facilities at Various Authority Sites
November 1, 2021 to October 31, 2022

| | | | |
|------------------------------|---------------------------|------------------------|--------------------------|
| Opened: | <u>September 23, 2021</u> | Published: | <u>September 3, 2021</u> |
| No. of Bids received: | <u>5</u> | Documents Sent: | <u>7</u> |

Low Bidder: Island Pump & Tank Corp.
Bid Amount: \$27,525 (Annual Estimated Cost)

Recommendation: Award to Low Bidder

Comments: The Authority received a total of five (5) bids; ranged from an annual estimated amount of \$27,525 to \$37,760. Bid price comparison to the previous contract (#7553 – awarded September 2018 – Island Pump & Tank Corp., amount: \$26,529 [annual]) reflects an approximate 3.7% increase (+\$996.00).

Island Pump & Tank Corp., currently holds one (1) additional contract (#7697 – Removal & Disposal of Chlorinated Wastewater from Various Sites, expires June 2022, amount: \$40,200). In fiscal year ending May 31, 2021 (FY 21), they were paid \$161,650 (held contract# #7727 – Furnish & Install a 4,000 Gallon Diesel Vehicle Fueling System – Oakdale, amount: \$111,650).

Contractors past performance on the above referenced contracts has been satisfactory.

Competition supports the low bid received.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
D. Mancuso, Deputy CEO for Administration
J. Kleinman, Director of General Services



Attachments: 1 Memo, 1 Tabulation, List of Firms Invited to Bid

MAINTENANCE OF FUELING FACILITIES AT VARIOUS AUTHORITY SITES

Bid Opening, 09/23/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005728 10 104534 ISLAND PUMP & TANK CORPORATION 40 DOYLE COURT EAST NORTHPORT NY 11731 BID BOND MAINTENANCE OF FUELING FACILITIES | 6000005725 10 102490 AARCO ENVIRONMENTAL SERVICES CORP 50 GEAR AVE LINDENHURST NY 11757 CASHIER'S CHECK \$1,238.25 MAINTENANCE OF FUELING FACILITIES | 6000005727 10 105932 METRO ENVIRONMENTAL SERVICES LLC 208 ROUTE 109 STE 106 FARMINGDALE NY 11735 BID BOND MAINTENANCE OF FUELING FACILITIES |
|--|--|---|--|---|
| 10 3000768 FUELING SYSTEM - S/A INSP - OAKDALE 2 EA | Total Val.: Unit Price: Rank: | 600.00 300.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 20 3000764 FUELING SYSTEM - S/A INSP - BAY SHORE 2 EA | Total Val.: Unit Price: Rank: | 800.00 400.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 30 3000767 FUELING SYSTEM - S/A INSP - HAUPPAUGE 2 EA | Total Val.: Unit Price: Rank: | 800.00 400.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 40 3000769 FUELING SYSTEM - S/A INSP - WESTHAMPTON 2 EA | Total Val.: Unit Price: Rank: | 800.00 400.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 50 3000766 FUELING SYSTEM - S/A INSP - EAST HAMPTO 2 EA | Total Val.: Unit Price: Rank: | 800.00 400.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 60 3000765 FUELING SYSTEM - S/A INSP - CORAM 2 EA | Total Val.: Unit Price: Rank: | 800.00 400.00 1 | 990.00 495.00 3 | 858.00 429.00 2 |
| 70 3000760 FUELING SYSTEM - LABOR FOR REPAIRS 100.0 HR | Total Val.: Unit Price: Rank: | 9,500.00 95.00 1 | 14,000.00 140.00 2 | 15,500.00 155.00 5 |
| 80 3000763 FUELING SYSTEM - REMOVAL OF LIQUIDS 500 GA | Total Val.: Unit Price: Rank: | 425.00 0.85 1 | 475.00 0.95 2 | 625.00 1.25 3 |
| 90 3000762 FUELING SYSTEM - PUMP TRUCK W/OPERATOR 50.0 HR | Total Val.: Unit Price: Rank: | 7,250.00 145.00 2 | 3,750.00 75.00 1 | 8,750.00 175.00 4 |
| 100 3000761 FUELING SYSTEM - MATERIALS & PARTS | Total Val.: Unit Price: | 5,750.00 1.15 | 5,600.00 1.12 | 5,500.00 1.10 |

TABULATION OF BIDS
 CONTRACT NO. 7795

MAINTENANCE OF FUELING FACILITIES AT VARIOUS AUTHORITY SITES

Bid Opening, 09/23/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 600005728 10 104534 ISLAND PUMP & TANK CORPORATION 40 DOYLE COURT EAST NORTHPORT NY 11731 BID BOND MAINTENANCE OF FUELING FACILITIES | 600005725 10 102490 AARCO ENVIRONMENTAL SERVICES CORP 50 GEAR AVE LINDENHURST NY 11757 CASHIER'S CHECK \$1,238.25 MAINTENANCE OF FUELING FACILITIES | 600005727 10 105932 METRO ENVIRONMENTAL SERVICES LLC 208 ROUTE 109 STE 106 FARMINGDALE NY 11735 BID BOND MAINTENANCE OF FUELING FACILITIES |
|---|--|--|---|--|
| 5,000 † | Rank: | 3 | 2 As Corrected | 1 |
| Total Services | Val.: | 27,525.00 | 29,765.00 | 35,523.00 |
| | Rank: | 1 14,525.00 | 2 As Corrected 3,750.00 | 3 5,500.00 |

TABULATION OF BIDS
 CONTRACT NO. 7795

MAINTENANCE OF FUELING FACILITIES AT VARIOUS AUTHORITY SITES

Bid Opening, 09/23/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 600005729 10 107476 THE FRANKLIN COMPANY CONTRACTORS 22-44 119TH STREET COLLEGE POINT NY 11356 BID BOND MAINTENANCE OF FUELING FACILITIES | 600005726 10 105307 AVENTURA CONSTRUCTION CORP. 1101 WAVERLY AVE. HOLTSVILLE NY 11742 BID BOND MAINTENANCE OF FUELING FACILITIES |
|--|--|---|--|
| 10 3000768 FUELING SYSTEM - S/A INSP - OAKDALE 2 EA | Total Val.: Unit Price: Rank: | 1,380.00 690.00 5 | 1,160.00 580.00 4 |
| 20 3000764 FUELING SYSTEM - S/A INSP - BAY SHORE 2 EA | Total Val.: Unit Price: Rank: | 1,180.00 590.00 5 | 1,160.00 580.00 4 |
| 30 3000767 FUELING SYSTEM - S/A INSP - HAUPPAUGE 2 EA | Total Val.: Unit Price: Rank: | 1,180.00 590.00 5 | 1,160.00 580.00 4 |
| 40 3000769 FUELING SYSTEM - S/A INSP - WESTHAMPTON 2 EA | Total Val.: Unit Price: Rank: | 1,180.00 590.00 5 | 1,160.00 580.00 4 |
| 50 3000766 FUELING SYSTEM - S/A INSP - EAST HAMPTON 2 EA | Total Val.: Unit Price: Rank: | 1,180.00 590.00 5 | 1,160.00 580.00 4 |
| 60 3000765 FUELING SYSTEM - S/A INSP - CORAM 2 EA | Total Val.: Unit Price: Rank: | 1,180.00 590.00 5 | 1,160.00 580.00 4 |
| 70 3000760 FUELING SYSTEM - LABOR FOR REPAIRS 100.0 HR | Total Val.: Unit Price: Rank: | 14,500.00 145.00 3 | 14,800.00 148.00 4 |
| 80 3000763 FUELING SYSTEM - REMOVAL OF LIQUIDS 500 GA | Total Val.: Unit Price: Rank: | 625.00 1.25 3 | 1,500.00 3.00 5 |
| 90 3000762 FUELING SYSTEM - PUMP TRUCK W/OPERATOR 50.0 HR | Total Val.: Unit Price: Rank: | 7,500.00 150.00 3 | 8,750.00 175.00 4 |
| 100 3000761 FUELING SYSTEM - MATERIALS & PARTS | Total Val.: Unit Price: | 5,750.00 1.15 | 5,750.00 1.15 |

TABULATION OF BIDS
 CONTRACT NO. 7795

MAINTENANCE OF FUELING FACILITIES AT VARIOUS AUTHORITY SITES

Bid Opening, 09/23/2021

| | | | |
|---|--|---|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: . Address: City State Zip Code Item Text: Description: | 600005729 10 107476 THE FRANKLIN COMPANY CONTRACTORS 22-44 119TH STREET COLLEGE POINT NY 11356 BID BOND MAINTENANCE OF FUELING FACILITIES | 600005726 10 105307 AVENTURA CONSTRUCTION CORP. 1101 MAVERLY AVE. HOLTSVILLE NY 11742 BID BOND MAINTENANCE OF FUELING FACILITIES |
| 5,000 1 | Rank: | 3 | 3 |
| Total Services | Val.: Rank: | 35,655.00 4 0.00 | 37,760.00 5 0.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/23/2021
 for MAINTENANCE OF FUELING FACILITIES, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. _____

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 |
|---------------------------|--|
| John DiAndrea - President | 34 Central Dr, Plainville NY 11030 |
| Frank DiAndrea - CEO | 162 Stay Hollow Rd. , Greenlawn NY 11740 |
| | |

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

| | |
|-------------|----------------------------|
| Contractor: | Island Pump and Tank Corp. |
| Signature: | |
| Name: | Frank DiAndrea |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|------------------------------------|
| Business Name: | Island Pump and Tank Corp |
| Business Address of Contractor: | 40 Doyle Ct, E. Northport NY 11731 |
| Contact Person for Contract Follow-Up: | Stanley Sucharski |
| Business Contact Telephone: | (631) 462-2226 |
| Cell Number: | (631) 327-3800 |
| E-Mail Address: | Stan@islandpumpandtank.com |
| Fax Number: | (631) 462-6434 |
| Federal Employee Identification Number: | 112564966 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | 9/23/21 |

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Contract No. 7795
Maintenance of Fueling Facilities
Bid Opening: September 23, 2021

Contract Documents sent to:

| | | |
|-----------------------------------|-----------------|--|
| AARCO Environmental Services Corp | 50 Gear Ave. | Lindenhurst, NY 11757 splofker@aarcoenvironmental.com |
| Environmental Services Consulting | PO Box 277 | Brightwaters, NY 11718 nick@ecaenvironmental.com |
| G & M Dege | 250 Orchard Rd. | E. Patchogue, NY 11772 nancy@gmdege.com |
| G Construction Enterprises | 22 Oak Street | Bay Shore, NY 11706 gc@gconstent.com |
| Henrich Equipment Co., Inc. | 42 Field Street | West Babylon, NY 11704 rhenrich@henrichinc.com |
| Island Pump & Tank | 40 Doyle Court | E. Northport, NY 11731 frankd@islandpumpan dtank.com |
| Phoenix Environmental | 57 Mall Drive | Commack, NY 11725 mgomez@phoenixeti.com |

Notice to Bidders Sent to:

Present at Bid Opening:
Marlon Torres, Director of Purchasing
Catherine Congiusta

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 18, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7796 – Furnishing & Delivery of H2O2 Chemical Bulk Storage Tanks & Appurtenances

Opened: October 5, 2021 **Published:** September 14, 2021
No. of Bids received: 1 **Documents Sent:** 5

Single Bidder: Aventura Construction Corp.
Bid Amount: \$284,590

Recommendation: Award to Single Bidder

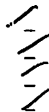
Comments: This is the first time the Authority issues a solicitation for this type of storage tank as a result we do not have previous cost information for comparison. The Authority sent out five (5) invitation to bid document to prospective bidders resulting in the receipt of a single bid. Although one (1) bid was received the cost associated with the work appears to be appropriate based on the scope of equipment required. This contract is necessary for the continuation of the Authority's AOP Treatment Program and should be expedited.

Aventura Construction Corp., continues to perform road construction work satisfactorily under a contract with the Authority. In addition, they current hold an existing contract to supply hydropneumatics tanks for the Authority.

The Engineering Department has reviewed the single bid submitted and recommends the award of this contract to Aventura Construction Corp.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering



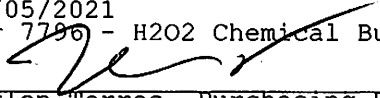
Attachments: 1 memo, 1 tabulation & List of Bidder's

TABULATION OF BIDS
 CONTRACT NO. 7796

Furnishing and Delivery of H2O2 Chemical Bulk Storage Tanks & Appurten
 Bid Opening, 10/05/2021

| | | |
|---|--|--|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005731 10 105307 AVENTURA CONSTRUCTION CORP. 1101 WAVERLY AVE. HOLTSVILLE NY 11742 Bid Bond 7796 - H2O2 Chemical Bulk Storage Tank |
| 10 Storage Tanks and Appurtenances 1 EA | Total Val.: Unit Price: Rank: | 284,590.00 284,590.00 1 |
| Total Services | Val.: Rank: | 284,590.00 284,590.00 1 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,
 10/05/2021
 for 7796 - H2O2 Chemical Bulk Storage Tank, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

DOCUMENTS TO:

Aventura Construction Corp.
Bensin Contracting, Inc.
Eagle Control Corp.
Poly Processing Company
Process Equipment Sales & Service, Inc.

Represented at Opening of Bids by:

M. Torres, SCWA

C. Congiusta, SCWA

Aventura Construction Corp.
1101 Waverly Avenue
Holtsville, NY 11742
Attn: Joe Pepe
631-654-0660
631-654-0990 – FX
516-779-6224 – Cell
Jpepe@aventuracorp.com

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

Eagle Control Corp.
23 Old Dock Road
Yaphank, NY 11980
spominski@eaglecontrol.com

Poly Processing Company
Attn: Bert Venner
318-557-6028 Cell
888-425-3045 – FX
bvenner@polyprocessing.com

Process Equipment Sales & Service, Inc.
11 Melanie Lane, Unit 2
E. Hanover, NJ 07936
973-884-4111
973-884-4551 - FX



EXHIBIT D

CONTACT INFO
CONTRACT NO. 7796

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 |
|---------------------------|-----------------------------|
| Frank DeMeyer (President) | Canal Rd. Oakdale, NY 11769 |
| | |

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

| | |
|-------------|-----------------------------|
| Contractor: | Aventura Construction Corp. |
| Signature: | <i>[Signature]</i> |
| Name: | Joe Pepe - Chief Estimator |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- N/A MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|--|
| Business Name: | Aventura Construction Corp. |
| Business Address of Contractor: | 1101 Waverly Ave Holtsville, NY 11742 |
| Contact Person for Contract Follow-Up: | Joe Pepe + Joe Arminas |
| Business Contact Telephone: | 631-654-0660 x 100 |
| Cell Number: | 516-779-6224 + 631-327-2111 |
| E-Mail Address: | JPepe@Aventuracorp.com + JArminas@aventuracorp.com |
| Fax Number: | 631-654-0990 |
| Federal Employee Identification Number: | 26-0397243 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | H-95643 - exp. 12/1/22 |
| Date: | 10/5/21 |

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 19, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7798 - Drilling of Wells & Test Borings; Zone A (West of William Floyd Parkway) & Zone B (East of William Floyd Parkway) - November 1, 2021 to October 31, 2022

Opened: October 4, 2021 Published: September 15, 2021

No. of Bids Received: 1 Documents Sent: 9

Bidders: Zone A (West of William Floyd Parkway)
No Bids Received

Zone B (East of William Floyd Parkway)
Peconic Well & Pump Co.
Bid Amount: \$1,599,870

Recommendation: Award to Single Bidder for Zone B Only, Re-bid Zone A.

Comments: The Authority sent out Bid Packages to nine (9) prospective bidders. As a result, the Authority received No Bids for Zone A and a single bid for Zone B.

Bid price comparison of the bid received for Zone B to the previous contract (#7550, held by Peconic Well, amount: \$1,289,470) reflects an increase of 40%. We believe an increase of this magnitude is reasonable, the increase in price is reflective of an increase in inflation, material and labor costs, in addition the pool of qualified well drillers is extremely limited and Peconic Well and Pump has experience drilling wells in the SCWA territory.

It is the recommendation of the Engineering Department that the Authority re-bid Zone A and award Zone B to Peconic Well and Pump Co.

Peconic Well & Pump Co., Inc., held the previous contracts (#7711 - Construction of a 20" x 10" Diameter Well (No. 5), Spinney Road Well Field, East Quogue, amount: \$470,000; #7550 – Drilling of Wells & Test Borings; Zone B (East of William Floyd Parkway), expired September 2021, amount: \$1,289,470). In fiscal year 2022 they were paid to date \$375,916.

Contractor's performance on past contract has been satisfactory.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering

✓
✓
✓
✓

Attachments: 1 memo, 1 tabulation & List of Bidder's

SpeonkRiverhead Road Test Boring Constructed under Contract No.
 Year 2019 Contractor Peconic Well & Pump

7550

Compare to 7798
 7550 (Peconic B) 7798 (Peconic B)

7707 (Delta A)

| Item # | Description | Quantity | Unit Desc. | Unit Price | \$\$\$ Unit Price | \$\$\$ Unit Price | \$\$\$ Unit Price | \$\$\$ |
|--------------|---|----------|------------|-------------------|-----------------------|-------------------|----------------------|---------------|
| 1 | Mob and Demob of clearing and grading eqpt. | 1 | L.S. | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,500.00 |
| 2 | Clearing and grading of drill site | 96 | Hours | \$ 200.00 | \$ 19,200.00 | \$ 275.00 | \$ 26,400.00 | \$ 180.00 |
| 3 | Mob. And Demob. Of Suppply Well Rig | 1 | Each | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 500.00 |
| 4 | Drilling of Supply well | 265 | L.F. | \$ 25.00 | \$ 6,625.00 | \$ 25.00 | \$ 6,625.00 | \$ 20.00 |
| 13 | Mob. And Demob. Of Reverse Rotary Test Boring Rig | 1 | Each | \$ 80,000.00 | \$ 80,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 90,000.00 |
| 14 | Test Drilling-Reverse Rotary | 650 | L.F. | \$ 50.00 | \$ 32,500.00 | \$ 100.00 | \$ 65,000.00 | \$ 100.00 |
| 15 | Obtaining cored samples | 22 | Each | \$ 50.00 | \$ 1,100.00 | \$ 200.00 | \$ 4,400.00 | \$ 100.00 |
| 19 | Transport of Water Samples to laboratory | 980 | Miles | \$ 2.00 | \$ 1,960.00 | \$ 2.50 | \$ 2,450.00 | \$ 0.50 |
| 16 | Place or Remove 6 inch test screen | 3 | Each | \$ 8,500.00 | \$ 25,500.00 | \$ 10,000.00 | \$ 30,000.00 | \$ 14,000.00 |
| 18 | Test Pumping Selected Screen Zones | 112 | Hour | \$ 120.00 | \$ 13,440.00 | \$ 200.00 | \$ 22,400.00 | \$ 150.00 |
| 57 | Color Video of Well | 1 | Each | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 100.00 |
| TOTAL | | | | | \$ 186,325.00 | \$ | \$ 266,275.00 | \$ 241,170.00 |
| | | | | Difference | \$ 79,950.00 | \$ | \$ 25,105.00 | |
| | | | | | 42.91 % inc from 7550 | | 9.43 % inc from 7707 | |

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
|---|--|---|
| 10 3000462 MOB & DEMOB CLEARING AND GRADING EQUIP 5 EA | Total Val.: Unit Price: Rank: | 5,000.00 1,000.00 1 |
| 20 3000463 CLEARING AND GRADING OF SITE 100.0 HR | Total Val.: Unit Price: Rank: | 27,500.00 275.00 1 |
| 30 3000464 MOB. & DEMOB. SUPPLY WELL RIG & EQUIP. 2 EA | Total Val.: Unit Price: Rank: | 10,000.00 5,000.00 1 |
| 40 3000465 DRILLING OF SUPPLY WELL 200 FT | Total Val.: Unit Price: Rank: | 5,000.00 25.00 1 |
| 50 3000467 MOB/DEMOB MON. WELL RIG < 150 FT 2 EA | Total Val.: Unit Price: Rank: | 20,000.00 10,000.00 1 |
| 60 3000466 MOB/DEMOB MON. WELL RIG > 150 FT 2 EA | Total Val.: Unit Price: Rank: | 40,000.00 20,000.00 1 |
| 70 3000468 DRILLING OF MON. WELL 0 TO 150 FT DEEP 400 FT | Total Val.: Unit Price: Rank: | 40,000.00 100.00 1 |
| 80 3000469 DRILLING OF MON. WELL > 150 FT DEEP 500 FT | Total Val.: Unit Price: Rank: | 60,000.00 120.00 1 |
| 90 3000470 FURN/INSTALL PVC MON. WELL CASING 400 FT | Total Val.: Unit Price: Rank: | 8,000.00 20.00 1 |
| 100 3000471 FURN/INSTALL PVC MON. WELL SCREEN | Total Val.: Unit Price: | 2,000.00 20.00 |

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| | | |
|---|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
| 100 FT | Rank: | 1 |
| 110 3000472 TEST PUMPING OF MONITOR WELL 100.0 HR | Total Val.: Unit Price: Rank: | 20,000.00 200.00 1 |
| 120 F & INSTALL LOCKING MONITOR WELL CASING 5 EA | Total Val.: Unit Price: Rank: | 1,000.00 200.00 1 |
| 130 3000473 MOB/DEMOB REVERSE ROTARY TEST BORING RI 2 EA | Total Val.: Unit Price: Rank: | 200,000.00 100,000.00 1 |
| 140 3000475 TEST DRILLING OR BORING - REVERSE ROTAR 1,500 FT | Total Val.: Unit Price: Rank: | 150,000.00 100.00 1 |
| 150 3000479 OBTAINING CORED SAMPLES 60 EA | Total Val.: Unit Price: Rank: | 12,000.00 200.00 1 |
| 160 3000480 PLACE/REMOVE NOM. 6" DIA. TEST SCREEN 8 EA | Total Val.: Unit Price: Rank: | 80,000.00 10,000.00 1 |
| 170 3000481 ADD/DEDUCTED DEVELOPMENT PUMPING 80.0 HR | Total Val.: Unit Price: Rank: | 800.00 10.00 1 |
| 180 3000482 TEST PUMPING OF SELECTED SCREEN AREAS 320.0 HR | Total Val.: Unit Price: Rank: | 64,000.00 200.00 1 |
| 190 3001647 TRANS WATER SAMPLES TO LABORATORY 1,000 MI | Total Val.: Unit Price: Rank: | 2,500.00 2.50 1 |
| 200 | | |

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| | | |
|---|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
| 3000483 MOB/DEMOB OF PRODUCTION WELL RIG 2 EA | Total Val.: Unit Price: Rank: | 240,000.00 120,000.00 1 |
| 210 3000484 PRODUCTION WELL DRILLING REVERSE ROTARY 1,000 FT | Total Val.: Unit Price: Rank: | 150,000.00 150.00 1 |
| 220 3000485 24" SCH. 20 STEEL WELL CASING 200 FT | Total Val.: Unit Price: Rank: | 12,000.00 60.00 1 |
| 230 3000486 20" SCH. 20 STEEL WELL CASING 200 FT | Total Val.: Unit Price: Rank: | 50,000.00 250.00 1 |
| 240 3000487 16" SCH. 30 STEEL WELL CASING 200 FT | Total Val.: Unit Price: Rank: | 12,000.00 60.00 1 |
| 250 3000488 14" SCH. 30 STEEL WELL CASING 200 FT | Total Val.: Unit Price: Rank: | 12,000.00 60.00 1 |
| 260 3000489 12" SCH. 30 STEEL WELL CASING 100 FT | Total Val.: Unit Price: Rank: | 22,000.00 220.00 1 |
| 270 3000490 10" SCH. 40 STEEL WELL CASING 100 FT | Total Val.: Unit Price: Rank: | 20,000.00 200.00 1 |
| 280 3000491 6" SCH. 40 STEEL WELL CASING 100 FT | Total Val.: Unit Price: Rank: | 5,000.00 50.00 1 |
| 290 3000492 4" SCH. 40 STEEL WELL CASING 100 FT | Total Val.: Unit Price: Rank: | 3,000.00 30.00 1 |

TABULATION OF BIDS
CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 60000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
|--|--|--|
| 3000493 16" NOM OR 14" PIPE SIZE S.S. SCREEN 70 FT | Total Val.: Unit Price: Rank: | 1 45,500.00 650.00 |
| 3000494 10" ID OR 12" NOMINAL S.S. SCREEN 70 FT | Total Val.: Unit Price: Rank: | 1 45,500.00 650.00 |
| 3000495 6" PIPE SIZE 30 FT | Total Val.: Unit Price: Rank: | 1 10,500.00 350.00 |
| 3000496 4" NOMINAL 30 FT | Total Val.: Unit Price: Rank: | 1 6,000.00 200.00 |
| 3000497 16" NEOPRENE K PACKER 1 EA | Total Val.: Unit Price: Rank: | 1 1,500.00 1,500.00 |
| 3000498 12" NEOPRENE K PACKER 1 EA | Total Val.: Unit Price: Rank: | 1 1,500.00 1,500.00 |
| 3000499 20" X 14" NEOPRENE K PACKER 1 EA | Total Val.: Unit Price: Rank: | 1 1,500.00 1,500.00 |
| 370 20" X 12" 1 EA | Total Val.: Unit Price: Rank: | 1 1,500.00 1,500.00 |
| 3000500 20" X 10" NEOPRENE K PACKER 1 EA | Total Val.: Unit Price: Rank: | 1 1,500.00 1,500.00 |
| 3000501 390 | Total Val.: | 1,500.00 |

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| | | |
|--|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
| 16" X 10" NEOPRENE K PACKER 1 EA | Unit Price: Rank: | 1,500.00 1 |
| 400 3000502 10" X 6" NEOPRENE K PACKER 1 EA | Total Val.: Unit Price: Rank: | 1,500.00 1,500.00 1 |
| 410 3003639 CONCENTRIC REDUCER 20" X 10" 1 EA | Total Val.: Unit Price: Rank: | 500.00 500.00 1 |
| 420 3003640 CONCENTRIC REDUCER 12" X 10" 1 EA | Total Val.: Unit Price: Rank: | 500.00 500.00 1 |
| 430 3003641 CONCENTRIC REDUCER 10" X 6" 1 EA | Total Val.: Unit Price: Rank: | 500.00 500.00 1 |
| 440 3001665 14" SCH. 30 STEEL TAILPIPE 3 FT | Total Val.: Unit Price: Rank: | 150.00 50.00 1 |
| 450 3001666 10" SCH. 40 STEEL TAILPIPE 3 FT | Total Val.: Unit Price: Rank: | 150.00 50.00 1 |
| 460 3001667 6" SCH. 40 STEEL TAILPIPE 3 FT | Total Val.: Unit Price: Rank: | 150.00 50.00 1 |
| 470 3000512 GRAVEL PACK 400 BAG | Total Val.: Unit Price: Rank: | 20,000.00 50.00 1 |
| 480 3000513 GROUT SEAL 40 YD3 | Total Val.: Unit Price: Rank: | 28,000.00 700.00 1 |

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
|---|--|---|
| 490 3000503 DEVELOP PUMPING OF PROD. WELL < 500 GPM 100.0 HR | Total Val.: Unit Price: Rank: | 20,000.00 200.00 1 |
| 500 3000504 DEVELOP PUMPING OF PROD. WELL < 1000 GP 150.0 HR | Total Val.: Unit Price: Rank: | 30,000.00 200.00 1 |
| 510 3000505 DEVELOP PUMPING OF PROD. WELL > 1000 GP 150.0 HR | Total Val.: Unit Price: Rank: | 30,000.00 200.00 1 |
| 520 3000506 DEVELOP SOLID OR HOLLOW SURGE BLOCK 2 EA | Total Val.: Unit Price: Rank: | 1,000.00 500.00 1 |
| 530 3000507 DEVELOP SIMUL. SURGING AND PUMPING 2 EA | Total Val.: Unit Price: Rank: | 20,000.00 10,000.00 1 |
| 540 3002931 Use of Air Impulse/Air burst Technology 3 DAY | Total Val.: Unit Price: Rank: | 15,000.00 5,000.00 1 |
| 550 3000508 JETTING AND ASSOCIATED EQUIPMENT 8 EA | Total Val.: Unit Price: Rank: | 4,000.00 500.00 1 |
| 560 3001668 CHEMICAL TREATMENT TURBIDITY 1 EA | Total Val.: Unit Price: Rank: | 16,500.00 16,500.00 1 |
| 570 3000509 DOWNTIME 24.0 HR | Total Val.: Unit Price: Rank: | 120.00 5.00 1 |
| 580 3000510 COLOR VIDEO LOG OF WELL | Total Val.: Unit Price: | 9,000.00 3,000.00 |

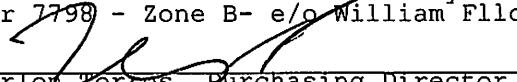
TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| | | |
|---|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 20 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone B- e/o William Flloyd Pkwy. |
| 3 EA | Rank: | 1 |
| 590 Caliper log of Well 3 EA | Total Val.: Unit Price: Rank: | 4,500.00 1,500.00 1 |
| 600 3001670 PUMP SERVICE RIG 2 DAY | Total Val.: Unit Price: Rank: | 8,000.00 4,000.00 1 |
| Total Services | Val.: Rank: | 1,599,870.00 1599,870.00 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/04/2021 for 7798 - Zone B- e/o William Flloyd Pkwy., 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 10 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone A - w/o William Floyd Pkwy. |
|---|--|---|
| 490 3000503 DEVELOP PUMPING OF PROD. WELL < 500 GPM 100.0 HR | Total Val.: Unit Price: Rank: | No Bid |
| 500 3000504 DEVELOP PUMPING OF PROD. WELL < 1000 GP 150.0 HR | Total Val.: Unit Price: Rank: | No Bid |
| 510 3000505 DEVELOP PUMPING OF PROD. WELL > 1000 GP 150.0 HR | Total Val.: Unit Price: Rank: | No Bid |
| 520 3000506 DEVELOP SOLID OR HOLLOW SURGE BLOCK 2 EA | Total Val.: Unit Price: Rank: | No Bid |
| 530 3000507 DEVELOP SIMUL. SURGING AND PUMPING 2 EA | Total Val.: Unit Price: Rank: | No Bid |
| 540 3002931 Use of Air Impulse/Air burst Technology 3 DAY | Total Val.: Unit Price: Rank: | No Bid |
| 550 3000508 JETTING AND ASSOCIATED EQUIPMENT 8 EA | Total Val.: Unit Price: Rank: | No Bid |
| 560 3001668 CHEMICAL TREATMENT TURBIDITY 1 EA | Total Val.: Unit Price: Rank: | No Bid |
| 570 3000509 DOWNTIME 24.0 HR | Total Val.: Unit Price: Rank: | No Bid |
| 580 3000510 COLOR VIDEO LOG OF WELL | Total Val.: Unit Price: | No Bid |

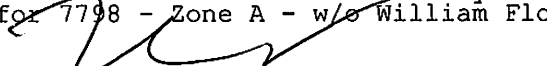
TABULATION OF BIDS
 CONTRACT NO. 7798

Drilling of Wells and Test Borings for the Period 11/1/21 - 10/31/22

Bid Opening, 10/04/2021

| | | |
|---|--|---|
| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005730 10 101835 PECONIC WELL & PUMP PO BOX 1009 HAMPTON BAYS NY 11946 Cashier's Check: \$80,000.00 7798 - Zone A - w/o William Floyd Pkwy. |
| 3 EA | Rank: | |
| 590 Caliper log of Well 3 EA | Total Val.: Unit Price: Rank: | No Bid |
| 600 3001670 PUMP SERVICE RIG 2 DAY | Total Val.: Unit Price: Rank: | No Bid |
| Total Services | Val.: Rank: | |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/04/2021 for 7798 - Zone A - w/o William Floyd Pkwy., 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

DOCUMENTS TO:

A.C. Schultes, Inc.
Delta Well & Pump Co., Inc.
Dolphin Well & Pump
Eagle Control Corp.
G.A. Fleet Associates
Layne Christensen Co.
Peconic Well & Pump
Pencol Contracting Corp.
Steffen Drilling, LLC

Represented at Opening of Bids by:

M. Torres, SCWA

C. Congiusta, SCWA

Addresses:

A.C. Schultes, Inc.
664 S. Evergreen Avenue
Woodbury Heights, NJ 08097
Attn: August C. Schultes, IV
856-845-5656
856-845-1335 – FX
609-970-1093 - Cell
gusiv@acschultes.com

Delta Well & Pump Co., Inc.
97 Union Avenue
Ronkonkoma, NY 11779
Attn: Christopher M. Okon
631-981-2255
631-981-2369 – FX
delta@deltawell.com
chris@deltawell.com

Dolphin Well & Pump
8 Inlet View
Bay Shore, NY 11706
631-581-6176
dolphinwellandpump@aol.com

Eagle Control Corp.
23 Old Dock Road
Yaphank, NY 11980
Attn: Stacie Pominski
631-924-1315
631-924-1012 – FX
spominski@eaglecontrol.com

G.A. Fleet Associates
55 Calvert Street
Harrison, NY 10528
ddecastro@gafleet.com
cakman@gafleet.com

Layne Christensen Co.
1126 Lincoln Avenue
Holbrook, NY 11741
Attn: Bob Grecki
631-218-0749
631-218-0805 – FX
Bob.grecki@layne.com

Peconic Well & Pump
P.O. Box 1009
Hampton Bays, NY 11946
Attn: Brian Schleicher
631-433-8312 (cell)

Pencol Contracting Corp.
33 E. Merrick Road
Suite # 2
Valley Stream, NY 11580
Jay@pencol.net

Steffen Drilling, LLC
P.O. Box 278
Glassboro, N.J. 08028
Francistrum@comcast.net

EXHIBIT D

CONTACT INFO
 CONTRACT NO. 7798

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 |
|----------------------------|--|
| Brian Schleicher President | 3 Floce place Hampton Bays N.Y. 11946 |
| | |
| | |

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

| | |
|-------------|----------------------------|
| Contractor: | Peconic Well and Pump |
| Signature: | Brian Schleicher |
| Name: | Brian Schleicher President |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|----------------------------|
| Business Name: | Peconic Well and Pump |
| Business Address of Contractor: | Box 1009 Hampton Bays N.Y. |
| Contact Person for Contract Follow-Up: | Brian Schleicher |
| Business Contact Telephone: | 631-433-8312 |
| Cell Number: | 631-433-8312 |
| E-Mail Address: | reverseSecretary@aol.com |
| Fax Number: | None |
| Federal Employee Identification Number: | 11-3252062 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | RP-40142 |
| Date: | 10-1-21 |

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SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 19, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7799 – Furnishing & Delivery of Liquid Caustic Soda
January 1, 2022 to December 31, 2022

| | | | |
|------------------------------|------------------------|------------------------|---------------------------|
| Opened: | <u>October 7, 2021</u> | Published: | <u>September 21, 2021</u> |
| No. of Bids Received: | <u>2</u> | Documents Sent: | <u>10</u> |

Low Bidder: Univar USA Inc.
Bid Amount: \$30,900

Recommendation: Award to Low Bidder

Comments: Two (2) bids were received; they ranged from \$30,900 to \$32,400. Overall total bid price comparison to the current contract (#7479 – Univar USA Inc., awarded November 2017, amount: \$30,600), due to expire in December 2021, reflects an approximate 1% increase (+\$300), overall unit cost increase is +3 Cents, previous unit cost under the previous contract was \$3.06 as opposed to the new rate of \$3.09.

Univar USA Inc., does not hold any additional contracts. In fiscal year ending March 31, 2021 (FY 21) they were paid \$22,916. **Contractor's performance on previous contract is satisfactory.**

Competition supports the low bid received.

Reviewed by:
Jeff. Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy CEO Operations
M. O'Connell, Director of Production Control



TABULATION OF BIDS
 CONTRACT NO. 7799

FURNISH AND DELIVER LIQUID CAUSTIC SODA

Bid Opening, 10/07/2021

| | | | | |
|---|----------|--|---|--|
| Line Item Sh. Text Qty. in Base Unit | Material | Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text: | 6000005738 106667 UNIVAR SOLUTIONS PO BOX 62190 COLLECTIONS CENTER DR CHICAGO IL 60693-0621 BID BOND | 6000005739 107336 PVS MINIBULK, INC 10900 HARPER AVE DETROIT MI 48213 BID BOND |
| 00010 17546 LIQUID CAUSTIC SODA, BULK DEL. 50% 10,000 GAL | | Total Val.: Unit Price: Rank: | 30,900.00 3.09 1 | 32,400.00 3.24 2 |
| Total Quot. | | Total Val.: Rank: | 30,900.00 1 | 32,400.00 2 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/07/2021
 for FURNISH AND DELIVER LIQUID CAUSTIC SODA, 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director



EXHIBIT D

**CONTACT INFO
CONTRACT NO. 7799**

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 |
|---|---|
| Victoria Meakim, Municipal Specialist | 200 Dean Sievers Place Morrisville PA 19067 |
| Please see attached Certificate of Corporate Secretary Delegating Authority | |

NOTE: Give the first and last name in full, and in case of corporation, give the Name of President, Vice-President, Treasurer, Secretary. **Please see attached Certificate of Corporate Secretary Delegating Authority**

| | |
|-------------|---------------------------|
| Contractor: | Univar Solutions USA Inc. |
| Signature: | <i>Victoria Meakim</i> |
| Name: | Victoria Meakim |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS *** This is N/A ***
- WOMAN OWNED BUSINESS

| | |
|--|---|
| Business Name: | Univar Solutions USA Inc. |
| Business Address of Contractor: | 200 Dean Sievers Place Morrisville PA 19067 |
| Contact Person for Contract Follow-Up: | Victoria Meakim |
| Business Contact Telephone: | 215-337-5403 |
| Cell Number: | 267-397-4074 |
| E-Mail Address: | victoria.meakim@univarsolutions.com |
| Fax Number: | *** This is N/A *** |
| Federal Employee Identification Number: | 91-1347935 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | 10/05/2021 |

This page must be fully completed

CONTRACT NO. 7799
Furnishing & Delivery of Liquid Caustic Soda
Bid Opening, October 7, 2021

CONTRACT DOCUMENTS SENT TO:

| | | |
|--|--------------------------|--|
| Basic Chemical Solutions, L.L.C. Attn: Linda Campbell | 5 Steel Road East | Morrisville, PA 19067 Linda.campbell@univar.com |
| Carus Corp | 315 Fifth St | Peru, IL 61354 bids@caruscorporation.com |
| Coyne Chemical | 3015 State Rd. | Croydon, PA 19201-6997 bidsadministration@coynechemical.com cmair-basiura@coynechemical.com |
| H. Krevit & Co. | 67 Welton St. | New Haven, CT 06511 A_murthy@hkrevit.com |
| JCI Jones Chemicals | 40 Railroad Avenue | Merrimack, NH 03054 kballantine@jcichem.com |
| Key Chemical Inc. | 9503 Dovewood Place | Waxhaw, NC 28173 Sara.cauthen@univarusa.com |
| Kuehne Chemical Co., Inc. | 86 North Hackensack Ave. | South Kearny, NJ 07032-4675 bids@kuehnecompany.com |
| Medolive Inc. dba Greenway Environmental Mgmt | 536 Edwards Avenue | Calverton, NY 11933 jdavey@millerenv.com |
| Shannon Chemical | | ann@shannonchem.com |
| Twin County Supply Attn: Karen Casmass | 797 Conklin St. | Farmingdale, NY 11735 Karen@twincountypools.com |
| Universal Chemicals | 100 Hackensack Ave. | S. Kearny, NJ 07032 jgarcia@universalchem.com |

PRESENT AT BID OPENING:

Marlon Torres, Purchasing Director
Juanita Costa, Sr. Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 18, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7801 - Installation of Advanced Oxidation Process (AOP) Treatment Systems at the McKay Road & Hollywood Place Well Field & Pump Stations, Town of Huntington

Opened: October 13, 2021 **Published:** September 20, 2021
No. of Bids received: 3 **Documents Sent:** 7

Low Bidder: Philip Ross Industries
Bid Amount: \$730,000

Recommendation: Award to Low Bidder

Comments: The Authority received a total of three (3) bids; ranged from \$730,000 to \$973,000. This contract is for the installation and commissioning of one (1) AOP Water Treatment Systems at the McKay Road & Hollywood Place Well Field. Scope of work includes all rigging, mechanical, electrical and control work required to install and startup of one (1) AOP Treatment Systems that will be installed. This contract is funded by a WIIA Grant.

The low bidder, Philip Ross Industries Inc., has previously done work and successfully completed projects for the Authority over the past 20 years, to include the supply, installation and mechanical work for the Authority's first AOP Treatment system at Commercial Blvd (RFP# 1428). Most recently Philip Ross Industries Inc., completed the replacement of the Sawyer Venue Iron Removal System Backwash Water Bolted Steel Tank (Contract# 7712).

The Engineering Department has reviewed the bids received and recommends award of this contract to Philip Ross Industries Inc.

Competition supports the low bid received.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering

✓
✓
✓
✓

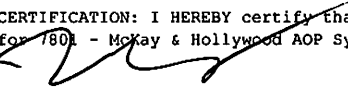
Attachments: 1 memo, 1 tabulation & List of Bidder's

Installation of AOP Water Treatment Systems At McKay & Hollywood

Bid Opening, 10/13/2021

| Line Item Service Sh. Text Qty | Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description: | 6000005741 10 100612 PHILIP ROSS INDUSTRIES 88 DURYEYEA ROAD SUITE 204 MELVILLE NY 11747 Bid Bond 7801 - McKay & Hollywood AOP Systems | 6000005742 10 102907 BENSIN CONTRACTING INC PO BOX 388 HOLTSVILLE NY 11742 Bid Bond 7801 - McKay & Hollywood AOP Systems | 6000005743 10 104815 Hirsch & Co., LLC 25 NORTH FERRY ROAD SHELTER ISLAND NY 11964 Bid Bond 7801 - McKay & Hollywood AOP Systems |
|---|--|--|--|--|
| 10 Installation of Two (2) AOP Systems 1 EA | Total Val.: Unit Price: Rank: | 730,000.00 730,000.00 1 | 786,600.00 786,600.00 2 | 973,000.00 973,000.00 3 |
| Total Services | Val.: Rank: | 730,000.00 730,000.00 1 | 786,600.00 0.00 2 | 973,000.00 0.00 3 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/13/2021
 for 7801 - McKay & Hollywood AOP Systems, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

Documents To:

Bensin Contracting, Inc.
Hirsch & Co., LLC.
Philip Ross Industries, Inc.
R.J. Industries, Inc.
Xylem / Wedeco
Bid Reporter
Construction Information System

Represented at Opening of Bids by:

L. Hohenberger, SCWA
J. Costa, SCWA
C. Congiusta, SCWA
S. Meyerdierks, SCWA
Elizabeth Gilpin, Hirsch & Co.
Philip Ross, Philip Ross Industries

Addresses:

Bensin Contracting, Inc.
P.O. Box 388
Holtsville, NY 11742
Attn: Sue Sanchez
631-758-7200
631-758-7219 – FX
sue.sanchez@bensincontracting.com

Hirsch & Co., LLC.
25 North Ferry Road
Shelter Island, NY 11964
Vincent Seddio
631-491-4431

Philip Ross Industries, Inc.
88 Duryea Road
Suite 204
Melville, NY 11747
Attn: Philip Carlucci
631-253-3077
631-253-0180 – FX
516-805-0040 - Cell
stephanie@philiprossind.com

R.J. Industries, Inc.
75 East Bethpage Road
Plainview, NY 11803
516-845-9772
516-454-1759 – FX
Attn: John E. Koziarz
jkoziarz@rjii.net

Xylem / Wedeco
4828 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217
Attn: Julia Beilsmith
Regional Sales Manager
704-504-8872
954-483-8563 - Cell
Julia.Beilsmith@xyleminc.com

Bid Reporter
P.O. Box 250
Yonkers, NY 10710
kimkmg724@aol.com

Construction Information Systems
170 Kinnelon Road
Kinnelon, NJ 07405
cis@cisleads.com

EXHIBIT D

CONTACT INFORMATION DOCUMENT
CONTRACT NO. 7801

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 |
|----------------------------|------------------------------------|
| Philip Carlucci, President | 6 Northcote Dr, Melville, NY 11747 |
| | |
| | |

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

| | |
|-------------|-----------------------------|
| Contractor: | Philip Boss Industries, Inc |
| Signature: | <i>[Signature]</i> |
| Name: | Philip Carlucci |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|---|
| Business Name: | Philip Boss Industries, Inc |
| Business Address of Contractor: | 88 Duryea Rd Suite 204 Melville, NY 11747 |
| Contact Person for Contract Follow-Up: | Philip Carlucci |
| Business Contact Telephone: | 631-253-3077 |
| Cell Number: | 516-805-0040 |
| E-Mail Address: | |
| Fax Number: | 631-253-0180 |
| Federal Employee Identification Number: | 11-2707717 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | October 13, 2021 |

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SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 19, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7806 – Furnish & Deliver Automatic-Delayed-Transition Transfer Switches
December 1, 2021 to November 30, 2022

Opened: October 18, 2021 **Published:** September 27, 2021

No. of Bids Received: 1 **Documents Sent:** 12

Single Bidder: Conserve Lighting & Electrical
Bid Amount: \$180,775

Recommendation: Award to Single Responsive Bidder

Comments: Invitation to Bid Documents were sent to twelve (12) prospective bidders, one (1) bid was received. Historically in the past this contract has not attracted many bidders.

Bid comparison to a similar contract# 7650 (Furnishing & Delivery of Automatic – Delayed - Transition Transfer Switches, awarded September 2019, Graybar Electric), for line items 1 thru 4 reflects a 2.5% increase. We cannot do a cost comparison for items 5 thru 8 since they are new line items.

The Engineering Department has reviewed the bid and recommends the award of this contract to Conserve Lighting & Electrical.

Conserve Lighting & Electrical currently has one (1) contract with the Authority (#7713 - Furnish and Deliver Enclosed Soft Starters, expires July 2022, amount: \$70,064). Performance on this contract is satisfactory.

It is in the best interest of the Authority to proceed with awarding this contract, a lapse in time without having an executed contract in place will impede the Authority's ability to procure Automatic Transfer Switches in a timely manner resulting in delays in putting into service new generators.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering

✓
✓
✓
✓

Attachments: 1 memo, 1 tabulation & List of Bidder's

10/18/2021
Contract 7806

| | | |
|-----------------|------------|------|
| Line Item No. 1 | 260a | |
| Previous Value | \$8,490.56 | 3.0% |
| New Value | \$8,745.00 | |

| | | |
|-----------------|------------|------|
| Line Item No. 2 | 400a | |
| Previous Value | \$9,578.89 | 4.1% |
| New Value | \$9,970.00 | |

| | | |
|-----------------|-------------|------|
| Line Item No. 3 | 800a | |
| Previous Value | \$14,124.44 | 0.6% |
| New Value | \$14,205.00 | |

| | | |
|-----------------|-------------|------|
| Line Item No. 4 | 1200a | |
| Previous Value | \$19,157.22 | 2.9% |
| New Value | \$19,720.00 | |



Items 5 thru 8 are new for Contract 7806

| | | |
|----------------|-------------|------|
| Overall | | |
| Previous Value | \$51,351.11 | 2.5% |
| New Value | \$52,640.00 | |

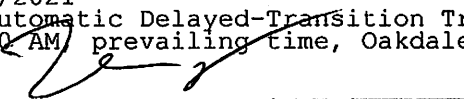
TABULATION OF BIDS
 CONTRACT NO. 7806

Automatic Delayed-Transition Transfer Switches 12/1/21 - 11/30/22

Bid Opening, 10/18/2021

| | | | |
|---|---------------------|--|---|
| Line Item Sh. Text Qty. in Base Unit | Material Mat. Group | Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text: | 6000005744 107295 CONSERVE LIGHTING & ELECTRICAL 475 UNDERHILL BLVD SYOSSETT NY 11791 Cashier's Check: \$1,000.00 |
| 00010 11765 ATS, 260 AMP, DTTS 1 EA | | Total Val.: Unit Price: Rank: | 8,745.00 8,745.00 1 |
| 00020 11763 ATS, 400 AMP, DTTS 1 EA | | Total Val.: Unit Price: Rank: | 9,970.00 9,970.00 1 |
| 00030 11762 ATS, 800 AMP, 480V, DTTS 2 EA | | Total Val.: Unit Price: Rank: | 28,410.00 14,205.00 1 |
| 00040 11758 ATS, 1200 AMP DTTS 1 EA | | Total Val.: Unit Price: Rank: | 19,720.00 19,720.00 1 |
| ATS, 400 AMP, DTSS, SE, N1 1 EA | M015 | Total Val.: Unit Price: Rank: | 16,900.00 16,900.00 1 |
| ATTS, 800 AMP, DTSS, SE, N1 1 EA | M015 | Total Val.: Unit Price: Rank: | 28,140.00 28,140.00 1 |
| ATS, 400 AMP, DTSS, SE, N 4X 1 EA | M015 | Total Val.: Unit Price: Rank: | 26,490.00 26,490.00 1 |
| ATS, 800 AMP, DTSS, SE, S4X 1 EA | M015 | Total Val.: Unit Price: Rank: | 42,400.00 42,400.00 1 |
| Total Quot. | | Total Val.: Rank: | 180,775.00 1 |

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,
 10/18/2021
 for Automatic Delayed-Transition Transfer Switches 12/1/21 - 11/30/22,
 11:00 AM prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

CONTRACT NO. 7806
FURNISH & DELIVER AUTOMATIC-DELAYED-TRANSITION TRANSFER SWITCHES
BID OPENING: October 18, 2021

| CONTRACT DOCUMENTS SENT TO: | | |
|---|------------------------------|---|
| ASCO Power Technologies | 1460 Rt. 9 North – Suite 209 | Woodbridge, NJ 07095 Andrew.carreno@ascopower.com |
| Avon Electrical Supplies, Inc. | 60 Hoffman Ave | Hauppauge, NY 11788 csaperstein@wescodist.com |
| Conserve Lighting and Electrical Supplies | 475 Underhill Blvd | Syosset, NY 11791 eevans@conserveelectric.com |
| Cooper Electric Supply | 29 W 38 th St | New York, NY 10018 Tania.rodriques@cooper-electric.com |
| ENER-G Rudox, Inc. | 180 East Union Ave. | East Rutherford, NJ 07073 Dawn.chadwick@energ-rudox.com |
| GenServe, Inc. | 80 Sweeneydale Ave | Bay Shore, NY 11706 rseaberg@genserveinc.com |
| Graybar Electric Company, Inc. | 800 Huyler St | Teterboro, NJ 07608 Patrick.mchugh@graybar.com |
| G.T. Power Systems, Inc. | 56 Industrial Rd | Wainscott, NY 11975 grpwrsys@aol.com |
| Schwing Electric | 122 Allen Blvd | Farmingdale, NY 11735 garyq@schwingelectric.com |
| Turtle and Hughes Electric | 1000 Prime Place | Hauppauge, NY 11788 Anthony.berna@turtle.com |
| USA BlueBook | P.O. Box 9004 | Gurnee, IL 60031-9004 quotes@usabluebook.com gjoyce@usabluebook.com |
| W.W. Grainger, Inc. | 199 Orville Drive | Bohemia, NY 11716 customersupport@grainger.com |
| | | |

PRESENT AT BID OPENING
M. Torres, SCWA
C. Congiusta, SCWA

EXHIBIT D


CONTACT INFO
CONTRACT NO. 7806

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 |
|---------------------------|-------------------------------------|
| Chris Pollina / President | 475 Underhill Blvd Syosset NY 11791 |
| | |
| | |

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

| | |
|-------------|--|
| Contractor: | Conserve Lighting and Electrical Supplies |
| Signature: |  |
| Name: | Edward Evans |

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

| | |
|--|---|
| Business Name: | Conserve Lighting and ELECTRICAL SUPPLIES |
| Business Address of Contractor: | 475 Underhill Blvd Syosset NY 11791 |
| Contact Person for Contract Follow-Up: | Edward Evans |
| Business Contact Telephone: | 718-937-6671 |
| Cell Number: | 718-937-6671 |
| E-Mail Address: | eevans@conserveelectric.com |
| Fax Number: | 718-937-4057 |
| Federal Employee Identification Number: | 47-5517610 |
| Suffolk County Department of Consumer Affairs License Number (If Applicable) | |
| Date: | 10/15/21 |

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SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 18, 2021
TO: Jeff Szabo, Chief Executive Officer
FROM: Marlon Torres, Director of Purchasing
SUBJECT: Extension of RFP 1527 – Drug & Alcohol Testing Services
January 1, 2022 to December 31, 2022

The Global Business Group Inc., dba MedTrac Inc., has confirmed their intention to extend the subject agreement for a fourth year representing the final one-year extension.

Original award, November 2018, was for an initial two (2) year term with two (2) possible one-year extensions.

Contractor's performance is satisfactory.

As of June 1, 2021 (FY22), the Authority has spent approximately \$6,714.

MedTrac Inc., holds no other contracts. In FY21, they were paid \$15,801.

We are requesting extension for the one-year term, as noted above.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
D. Mancuso, Deputy CEO for Administration



Attachment: 1 memo



CONFIDENTIAL

1633 State Street
New Haven, CT 06511
203.776.7771 tel
203.777.4545 fax
www.medtracinc.com

October 8, 2021

Suffolk County Water Authority
P.O. Box 38
Oakdale, NY 11769
Attn: Purchasing

Via E-mail to Marlon Torres

Re: RFP 1527 Drug and Alcohol Testing Services – Extension of Contract: January 1, 2022, to December 31, 2023

Dear Mr. Torres

We received your letter dated October 6, 2021, regarding the extension of the contract for Drug and Alcohol Services (RFP 1527).

This letter is to advise you that MedTrac is interested in accepting an extension of the current provisions of RFP 1527. We acknowledge the term of the extension of RFP 1527 and agree to maintain the same pricing.

Sincerely,

Karen Grether

Karen Grether
Operations Manager

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: October 18, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of Contract 1549 – Pre-Employment Screening Service
January 1, 2022 to December 31, 2022

AccuSource Inc., by way of attached letter, has agreed to extend the subject agreement for a third and final year.

Original contract award, October 2019, was for an unspecified amount. The Authority will reimburse contractor for service provided on a as need basis.

As of June 1, 2021 (FY22), the Authority has spent approximately \$5,180 under the subject contract. **Contractor's performance is satisfactory.**

AccuSource Inc., holds no other contracts. In fiscal year ending 5/31/2021 (FY21), they were paid \$6,261.

We are requesting contract extension for the one-year term noted above.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres Purchasing Director
D. Mancuso, Deputy CEO for Administration



Attachment: 1 memo

Costa, Juanita

From: Diversity - AccuSource, Inc. <diversity@accusource-online.com>
Sent: Thursday, October 14, 2021 12:35 PM
To: Torres, Marlon
Cc: Costa, Juanita
Subject: Extension of RFP #1549 - Pre-Employment Screening Services

CAUTION: This email originated from outside of SCWA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings Marlon,

Thank you for affording AccuSource to extend our contract.

This message is to confirm that AccuSource is interested in accepting an extension of the current provisions of Agreement No. 1549 for RFP 1549 and agrees to maintain the same prices.

Please let me know if I may be of additional information, or if you will need this written on AccuSource's letterhead as I would be delighted to provide it.

Thank you for your partnership with AccuSource, we look forward to continuing to serve Suffolk County Water Authority.

Wishing you a wonderful day!

Best Regards,

Danielle Olivier 
Business Development Manager

AccuSource

Toll Free: 888.649.6272 x2224

Direct: 951.550.8436

Website: www.accusource-online.com

You may see my real-time availability and schedule time with me at <https://calendly.com/dolivier>



Professional Background Screening Association (PBSA) Formerly known as NAPBS - Accredited



Please consider the environment before printing this email.

**SUFFOLK COUNTY WATER AUTHORITY
Laboratory**

INTEROFFICE CORRESPONDENCE

DATE: **October 12, 2021**

TO: **Jeffrey Szabo, CEO**

FROM: **Kevin P. Durk, Director of Water Quality & Lab Services**

SUBJECT: **Asbestos Testing by Enviroscience Consultants**

Asbestos testing of drinking water is required where asbestos cement mains exist. This monitoring is performed annually. The samples are collected by the SCWA Laboratory and sent to a contract laboratory that meets the regulatory requirements for testing.

At the October 2020 meeting, the Members of the Board approved Enviroscience Consultants to perform the 2021 asbestos monitoring. It was estimated that 60 distribution samples would be tested in 2021. The 2021 required monitoring was completed earlier this year. Additionally, 5 wells that are in the 25-year zone of capture of the area where alleged illegal dumping sites were found will be added to the monitoring plan.

Pricing was obtained from three laboratories:

| Testing Laboratory | Price per Sample (Shipping Included in Price) |
|--|--|
| Enviroscience Consultants 2150 Smithtown Ave Ronkonkoma, NY, 11779 | \$110.00 |
| EMSL Analytical, Inc. 528 Mineola Avenue Carle Place, NY, 11514 | \$131.00. |
| Bureau Veritas North America, Inc 3380 Chastain Meadows Parkway Kennesaw, Georgia, 30144 | \$136.00 |

The Laboratory recommends utilizing Enviroscience Consultants to perform the asbestos testing. If you concur, we would like to obtain the Board's approval to have Enviroscience Consultants of Ronkonkoma, NY perform the annual asbestos testing beginning January 1, 2022 in the amount not to exceed \$10,000.

If you have need additional information, I am available at your convenience. Thank you for your consideration of this matter.



2150 Smithtown Ave., Suite 3, Ronkonkoma, NY 11779
 T: 631.580.3191 • F: 631.580.3195 • W: envirohealth.org

Cathrine Nicoletti
 Suffolk County Water Authority
 260 Motor Parkway
 Hauppauge, NY 11788

Ref no: 6777
 Job no: 21508
 Date: Oct 4, 2021

Quotation

| Code | Details | Price | Qty | Sub total | Tax % | Tax | Total USD |
|----------------|--------------------------------------|--------|-----|-------------------|----------|------|-----------|
| 106L | TEM Water Sample Analysis (external) | 110.00 | 50 | 5,500.00 | | | 5,500.00 |
| Our rep | | | | Totals USD | 5,500.00 | 0.00 | 5,500.00 |

Ed Detweiler

| EPA Method 100.2 Analysis, Asbestos in Drinking Water 2022. Analysis will be performed at 0.2 MFL | | | |
|---|------|----------|------|
| Signature | NAME | Position | Date |
| | | | |



Bureau Veritas North America, Inc.
 3380 Chastain Meadows Parkway
 Suite 300
 Kennesaw, Georgia 30144-
 TEL: (770) 499-7701
 FAX: (770) 499-7511

01-Oct-21

QUOTATION for ANALYTICAL SERVICES

Company: Suffolk County Water Authority
 Contact: Cathrine Nicoletti
 Address: 260 Motor Parkway
 Hauppauge, NY 11788
 Phone: (631) 218-1120 Fax:

Quote ID: 387 VisionID: 020715032
 Project: Suffolk County EPA 100.2 Water
 TAT: 7 working days
 QC Level: STD

Expires: 03-Dec-21

| TEST ID | Matrix | Test Name | Test | Remarks | # Samp | Unit Price | Test Total |
|-----------|--------------|--------------------------|------|---------|--------|------------|------------|
| TEM_DRWAT | Drinking Wat | TEM Analysis (EPA 100.2) | ASB | | 50 | \$136.00 | \$6,800.00 |
| TEM_DRWAT | Drinking Wat | TEM Drinking Water Prep | ASB | | 0 | \$0.00 | \$0.00 |

| | |
|---------------|-------------------|
| Sub total: | \$6,800.00 |
| Misc: | \$0.00 |
| Discount: | 0.00% |
| Surcharge: | 0.00% |
| TOTAL: | \$6,800.00 |

Comments: EPA 100.2 Asbestos in drinking water. Coolers provided plus return shipping. Hold 0.01 sensitivity. Std QC: Blk, REPs and DUPs

Thank you for considering Bureau Veritas as your provider of analytical services.

Regards,

Lejla Blagojevic
 Manager



ASBESTOS LAB SERVICES

EMSL Analytical, Inc. has over 40 years of experience in providing Asbestos Laboratory Services to Environmental/Asbestos Consultants, Engineering Companies, Remediation Contractors as well as Government Agencies and Authorities. Our asbestos laboratory network has the largest capacity for sample analysis in the world. This capability is a function of the collective strength of our nationwide network of individual laboratories located throughout North America.

Each laboratory has trained and experienced staff along with the necessary equipment and instrumentation to provide quality asbestos analysis for Air, Water, Bulk, Soil, and/or Dust samples by various methodologies (NIOSH, EPA, ISO, ASTM, etc.) utilizing Polarized Light Microscopy (PLM), Phase Contrast Microscopy (PCM), Transmission Electron Microscopy (TEM), and Scanning Electron Microscopy (SEM).

Each of our Asbestos Labs is accredited by NVLAP with additional certifications as needed per individual state certification programs and/or AIHA/A2LA accreditation. The laboratories maintain a five to seven day work week depending on the lab location and have emergency response plans for off hour and/or weekend work. Samples are received during work hours and turnaround times (TATs) are tracked accordingly. TATs offered include same day (3 hr. and 6 hr.), 1 day, 2 day, 3 day, 4 day, 1 week, and 2 week. Costs/rates are weighted based on the TAT requested with our 2 week rates being the most economically cost-effective for our customers.

Sample processing (log-in, analysis data-entry, reporting) is facilitated by our Laboratory Information Management System (LIMS) which tracks the samples and individual projects to meet our clients' specified due dates and any special instruction requirements. Additionally, the LIMS includes security controls to ensure that information is controlled and locked once the data has been entered by our analysts. Since all of our laboratories utilize the same LIMS, all reports are standardized which allows us to use multiple laboratories on large capacity projects while ensuring that work is complete and reported in a similar format. Asbestos reports are delivered at the choice of the customer by email, fax, and/or hard-copy regular mail. Additionally, all clients have 24/7 real-time access to their reports, Chains-of-Custody (COCs), and project invoices via our online account management system, LABConnect™. This is a security enabled online feature that provides various search options so that our clients can find all project results and invoicing information quickly and easily.



Key tests include* (but are not limited to) the following:

AIR by PCM

- NIOSH 7400 (A or B Counting Rules)
- ASTM D7200 or ASTM D7201
- OSHA ID-160

AIR by TEM

- AHERA (40 CFR Part 763 Appendix A subpart E)
- EPA LEVEL II (Yamate)
- NIOSH 7402
- ASTM D6281
- ISO 10312
- ISO 13794 (Indirect Prep)

BULK by PLM

- EPA/600/R-93/116 (Calibrated Visual Estimate, reporting limit to <1%)
- EPA/600/R-93/116 (400 pt count, reporting limit to <0.25%)
- EPA/600/R-93/116 (1000 pt count, reporting limit to <0.1%)
- EPA/600/R-93/116 (1200 pt count, reporting limit to <0.08%)
- EPA/600/M4-82-020 Interim Method (400 pt count, reporting limit to <0.25%)
- NIOSH 9002 (reporting limit to <1%)
- PLM EPA NOB-EPA/600/R-93/116 (Calibrated Visual Estimate, reporting limit as low as <0.25%)
- PLM EPA NOB-EPA/600/R-93/116 (Gravimetric Reduction Prep 400 pt count, reporting limit to <0.25%)
- PLM EPA NOB-EPA/600/R-93/116 (Gravimetric Reduction Prep 1000 pt count, reporting limit to <0.1%)
- OSHA ID-191
- IRSST
- ISO 22262

BULKS by NYS ELAP Methods

- NY ELAP Method 198.1 (for friable samples)
- NY ELAP Method 198.6 (PLM with Gravimetric Prep)
- NY ELAP Method 198.4 (TEM with Gravimetric Prep)
- NYS ELAP Method 198.8 for Vermiculite Containing Materials

WATER by TEM

- EPA Method 100.2 (Long fibers >10 microns only)
- EPA Method 100.2 (All fiber sizes ≥0.5 microns)

BULKS by TEM

- TEM EPA NOB- EPA 600/R-93/116 Section 2.5.5.1
- TEM % by Mass- EPA 600/R-93/116 Section 2.5.5.2
- Chatfield Protocol (semi-quantitative)
- TEM Qualitative via Filtration Prep Technique
- TEM Qualitative via Drop Mount Prep Technique
- NY ELAP Method 198.4 (TEM NOB)

SETTLED DUST by TEM

- ASTM D6480 (Wipe)
- ASTM D5755 (MicroVac)
- Carpet/Textile Sonication EPA/600/J-93/167

SOIL / ROCK / VERMICULITE METHODS

- PLM/TEM Qualitative (Prep by: Milling/Jaw Crusher/etc.)
- ISM Incremental Sampling Methodology (ISM)
- PLM by EPA/600/R-93/116 (Milling Prep with calibrated visual estimation with reporting limit to 0.25%)
- CARB 435 PLM and/or TEM
- ASTM Soil Quantitative PLM and/or TEM
- ASTM D7521 Sieve Method for Soil
- Superfund EPA 540-R-97-028 (Elutriator Method)
- Fluidized Bed Asbestos Segregator (FBAS)

SPECIALIZED ANALYSIS

- German VDI-3492 (Asbestos and Fibrous Glass) by SEM
- Erionite via TEM/SEM/XRD
- Nanoparticle Analysis via TEM/STEM with EDXA
- PCMe Analysis
- SEM

* This is a summary of key tests, call for a full list of tests offered and for pricing.



EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

EMSL ANALYTICAL, INC.
Price Quote
Suffolk County Water Authority
Customer ID: SCWA21A
Quote Number: 042021433023
Quoted: October 01, 2021



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Quote Submitted to:
Catherine Nicoletti
Suffolk County Water Authority
260 Motor Parkway
Hauppauge, NY 11788
(631) 563-0258
catherine.nicoletti@scwa.com

Quote Submitted by:
Matthew Coppolino
EMSL Analytical, Inc.
Cinnaminson

Asbestos Laboratory Services †

| TEM - Water/Aqueous | 24 Hr | 32 Hr | 48 Hr | 72 Hr | 96 Hr | 1 Wk | 2 Wk |
|---|----------|----------|----------|----------|----------|----------|----------|
| EPA Method 100.2 (Long Fibers >10 microns only) | \$340.00 | \$275.00 | \$210.00 | \$202.00 | \$195.00 | \$179.00 | \$131.00 |

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discrete Sample and/or sub-component submitted for analysis. This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2021 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2023 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



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- 1. Same day turn-around time via 3 Hrs or 6 Hrs is subject to restrictions including but not limited to Lab operational hours.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample and/or sub-component submitted for analysis. This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2021 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2023 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less then described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



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EMSL ANALYTICAL, INC. Price Quote Suffolk County Water Authority Customer ID: SCWA21A Quote Number: 042021433023 Quoted: October 01, 2021



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Terms & Conditions for Purchase of Laboratory Services

General: G1. Customer Requirements: The customer is responsible for confirming and communicating any specific local, state, regional, national, or independent third party certification and accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific test requirements. EMSL Analytical, Inc. (EMSL) is not responsible for customer's errors or omissions with respect to communication of specific test requirements.

G2. Sample Submission: The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with EMSL Terms and Conditions. In the absence of an additional contract or agreement with EMSL, by submitting samples for analysis, the customer agrees to be bound by EMSL's Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time rate in order to meet hold time requirements. Clients who use EMSL's prepaid courier services and/or common carrier may have a fee added to their project invoice to cover the costs if per shipment analysis fee (\$) minimums are not met.

G3. Sampling Responsibility: It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to select the applicable sampler, media, and conditions to ensure that a valid sample has been collected. EMSL is not responsible for the improper selection of sampling devices even if EMSL supplies the devices to the user. Clients who order complementary media and supplies may be charged for supplies not returned to the lab for analysis, including: cost of supplies, shipping and/or handling fee(s).

G4. Sample Labeling & Packaging: It is the customer's responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. EMSL reserves the right to refuse or return samples submitted for analysis which are unsuitable due to damage, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

G5. Turn-Around-Time: Turn-Around-Time (TAT) is defined as the time between sample acceptance by an authorized EMSL representative at the analyzing laboratory and analysis report completion. Turnaround time/due dates are based upon individual laboratory operational hours. TATs are offered in hours, business, or calendar days, depending upon the specific test. Submissions are accepted only during laboratory operational hours at the analyzing laboratory. Incomplete sample submissions or problematic sample conditions may result in processing and/or TAT delays. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. Unless otherwise approved, TAT Will Not Start and will not be initiated for COD samples / projects until payment is received in full. If for any reason, the TAT originally requested will be missed, EMSL will automatically continue to proceed with completion of the work although at a longer TAT unless the client specifically indicates work is only contracted if the specific TAT requested and the job is to be cancelled if the TAT cannot be met.

G6. Testing Policy: EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third party laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and / or price book.

G7. Pricing: EMSL pricing is periodically adjusted and EMSL reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted pricing expires if work is not submitted within 30 calendar days; otherwise quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency or volume, and/or non-compliance with the EMSL Terms and Conditions.

G8. Payment Terms: If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. Unless otherwise stated, rates are quoted in US Dollars. Interest charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full.

G9. Customer Changes: All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing; verbal change requests must be confirmed in writing. If requested change (s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, EMSL will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees, change pricing, and / or reject samples due to: changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated or any other type of specialized sample as determined by the laboratory.

G10. Sample & Record Retention: See Division specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. EMSL must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

G11. Disclaimer: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or

interpretation of test results by customer or any third party. EMSL accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by customer thereunder.

G12. Severability: If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of New Jersey. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

G13. Headings: The headings contained herein are for convenience only, and in the event of any conflict, the text of this paragraph, rather than the headings, will control.

G14. Lab Reports, QC Data Packages & Reporting Limits: Reports will be emailed as a PDF to the client and also posted on LabConnect™. Clients that are not paperless (require mailed Reports, COCs's, Invoices, and/or any combination of these documents) may be subject to surcharge fees and/or increased analytical rates. QC data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reporting limits and / or data quality objectives.

G15. Tests and Services: Not all tests and services are available at all locations. Please see website and contact lab location prior to submitting samples to confirm available tests and services. Service Terms also vary by Test/Division as clarified below.

Asbestos:

A1. Sample & Record Retention: Unless otherwise requested, samples are retained for a period of 60 calendar days.

A2. Layering: EPA/600/R-93/116 and EPA-600/M4-82-020 PLM methods require that individual layers of bulk samples are treated as separate samples. Unless specifically requested by the customer in writing prior to sample submission, distinct layers are separated, analyzed, reported, and billed separately.

A3. Positive Stop Analysis: For PLM analysis, all samples in a homogenous area / group are analyzed regardless of result, unless the customer requests analysis to stop at first positive result.

A4. Sample Preparation Charges: Samples prepared but not analyzed incur a preparation fee.

Environmental Chemistry:

EC1. Sample & Record Retention: Unless otherwise requested, Environmental Chemistry samples are retained for 30 calendar days from receipt. For samples / media that are consumed during analysis, the digestates / extracts are retained for 14 calendar days.

EC2. Expedited TAT: Same day and/or expedited TAT (less than 1 week) samples must be prescheduled and received by the analyzing laboratory by 10:00 a.m. ET, unless otherwise arranged.

EC3. Customer Changes: In the event that analysis is cancelled by the customer, samples logged in and not yet analyzed shall incur a fee. In addition, if analysis has already begun, the customer shall be invoiced for preparation and analysis conducted up to the point of cancellation.

Environmental Lead:

EL1. Sample & Record Retention: Unless otherwise requested, digested lead samples are retained for 30 calendar days. Original paint chips / soils are retained for 60 calendar days.

EL2. Composite Fees: Sample Composite fees may apply.

Environmental Microbiology and Life Sciences:

EM1. Sample & Record Retention: Unless otherwise requested, microbiology samples are retained for 30 calendar days. Highly perishable samples (e.g., water, environmental monitoring plates) are retained for 7 calendar days. Any samples that pose a risk to health and safety of laboratory staff, or the integrity of other samples in the lab, may be disposed of earlier than the stated schedule. The customer shall be informed prior to any early disposal.

Food Science:

F1. Sample & Record Retention: Unless otherwise requested, Food Microbiology samples are retained for 30 calendar days. Food Chemistry samples are retained for 14 calendar days, unless highly perishable or prolonged storage will compromise the integrity of the sample.

F2. Expedited TAT: For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

F3. Sample Composites: Composite fees may apply.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discrete Sample and/or sub-component submitted for analysis. This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2021 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2023 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.



EMSL ANALYTICAL, INC.

<http://www.emsl.com>

800-220-3675

EMSL ANALYTICAL, INC. Price Quote Suffolk County Water Authority Customer ID: SCWA21A Quote Number: 042021433023 Quoted: October 01, 2021



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Industrial Hygiene/Organic Compound Air Testing:

IH1. **Sample and Record Retention:** Unless otherwise requested, or consumed with analysis, Industrial Hygiene samples are retained for 14 calendar days. For TO-15 analysis, samples submitted in EMSL supplied canisters are retained for 24 hours after results are released to the customer; samples may be held longer if prior arrangements are made with lab and fees may apply. Hold Time of TO-15 samples submitted in Tedlar® bags are 24hrs (1 day TAT Rate applies) after receipt unless EMSL is authorized to transfer sample to canisters in lab to extend the hold time. Bulk samples for off-gassing are handled on a case-by-case basis and may, upon request, be returned to the customer for disposal at the customer's expense.

IH2. **Expedited TAT:** For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.

Materials Science:

MS1. **Sample Submission:** Samples requested to be analyzed under Good Manufacturing Practice (cGMP) guidelines must be scheduled with the laboratory in advance of sample submission. All GMP Materials Science work must be submitted to a FDA registered and, where applicable, a DEA licensed EMSL laboratory. All other Materials Science samples may be submitted without prior scheduling with the laboratory.

MS2. **Sample & Record Retention:** Unless otherwise requested, non-perishable samples are retained for 60 calendar days after analysis under submitted conditions. Perishable samples, or samples that will lose their integrity due to prolonged storage, are retained for a maximum of 30 calendar days under refrigerated conditions. Sample storage beyond these periods is available for a fee by written request prior to the initial 60 calendar day retention period. Samples containing hazardous/toxic substances that require special handling will either be returned to the customer or disposed of immediately following analysis. EMSL reserves the right to charge a sample disposal and/or return shipping fee.

MS3. **Minimum Project Fees:** A minimum analytical fee applies to each Materials Science project.

MS4. **Out-of-Specification Results:** Samples requested to be analyzed under GMP guidelines, are tested against internal, compendia, or customer provided specifications. As per GMP requirements, if test results do not meet specifications, an Out-of-Specification (OOS) investigation shall be performed, which may delay TAT. EMSL shall bear the cost of the investigation in the event of a laboratory assignable cause. For non-laboratory assignable cause determinations, customer is responsible for investigation costs.

Radiochemistry:

RC1. **Sample & Record Retention:** Unless otherwise requested or consumed with analysis, Radiochemistry samples are retained for 14 calendar days. Samples collected on other laboratory's sampling devices might not be accepted for analysis. Customers are responsible for any additional disposal fees EMSL incurs as a result of accepting samples.

RC2. **Sample Submission:** Prior to submitting samples the customer shall notify EMSL's Radiation Safety Officer (RSO) of the specific radioactive element, potential levels of radiation that may be present, tracking number of shipment, specific enforcement action and / or a U.S. Department of Energy related project site. Samples submitted to EMSL for analysis shall be sent to the attention of "Radiation Safety Officer". Samples that arrive without the above notifications may be refused and returned. The customer is responsible for complying with all Department of Transportation regulations regarding the shipment of radioactive materials with any common carrier.

MPL Laboratories – cGMP Services:

MPL1. **Additional Terms for cGMP Work :** Work accepted for cGMP work performed at our MPL Laboratories Location is also governed by the Terms and Conditions specific to the cGMP project.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample and/or sub-component submitted for analysis. This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid through December 31, 2021 or for the duration specified in a formal written agreement by and between EMSL and customer. These prices will be subject to our January 2023 price increase adjustment as well as bi-annual price increase adjustments thereafter. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions. Non-inflationary price adjustments may occur at any time (with a 3 month notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to, market changes, regulatory requirements, increased consumable or accreditation costs and other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge and continue to provide data of the highest integrity.

**SUFFOLK COUNTY WATER AUTHORITY
Laboratory**

INTEROFFICE CORRESPONDENCE

DATE: October 14, 2021
TO: Jeffrey Szabo, CEO
FROM: Kevin P. Durk, Director of Water Quality & Lab Services
SUBJECT: Board Approval for Carboxylic Acids Testing by Eurofins Eaton Analytical, Inc.

As part of AOP testing at the Commercial Blvd well field the Suffolk County Department of Health Services requires the SCWA to continue testing for carboxylic acids. Carboxylic acids can be formed as a by-product of the Advanced Oxidation Process (AOP).

Under our current testing we have detected formic acid at the AOP effluent collection point. We will need to continue monitoring to ensure that this compound is removed by the GAC and does not enter our distribution system. With the planned installation of AOP systems within the next several years it is expected that the requirement for carboxylic acid testing at each site will be required.

Carboxylic acids are measured at low levels, in parts per billion or ppb. Presently, prior to GAC filtration there have been several detections of one of these compounds, formic acid at 10 ppb or greater.

Several laboratories were contacted for pricing, but currently only Eurofins Eaton Analytical performs this analysis.

| Testing Laboratory | Price per Sample |
|--|-------------------------|
| Eurofins Eaton Analytical, Inc. 110 S. Hill St. South Bend, IN 46617 | \$165 |

The Laboratory recommends utilizing Eurofins Eaton Analytical, Inc., which is currently performing this analysis for the Commercial Blvd site. If you concur, the Laboratory would like to obtain the Board's approval to have Eurofins Eaton Analytical, Inc. of South Bend, IN perform the carboxylic acids testing beginning January 1, 2022 for an estimated cost of not to exceed \$10,000.00.

If you have need additional information, I am available at your convenience. Thank you for your consideration of this matter.

October 06, 2021

Cathrine Nicoletti
Suffolk County Water Authority Laboratory
260 Motor Parkway
Hauppauge, NY 11788
cathrine.nicolette@scwa.com
Tel: (631) 218-1138

Subject: Analytical Services Proposal - NY - RD100
Eurofins Eaton Analytical, LLC. Quotation Number 81001278

Dear Cathrine Nicoletti

We appreciate the opportunity to provide your company with a quotation for your NY - RD100 project. Eurofins Eaton Analytical has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes. Highlights of our service offering includes:

- **Total Access:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track COCs, invoices, reports and much more.
- **Network of Laboratories:** our services provide access to an unparalleled spectrum of capabilities, capacity and turnaround time options, guaranteed accreditation coverage, all through a single point of contact.
- **State Reporting Deliverables/Customizable EDDs:** high resolution, text searchable reports are available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory requirements and analytical protocols and procedures.
- **Nationwide Logistical Support:** bringing you courier network service centers and shipping options throughout the U.S. and abroad so that we can meet any project needs [where applicable].
- **Seamless Reporting:** a guarantee that you receive a concise single PDF report incorporating all analyses into one document.

The following quotation includes an itemized of analytical methods, reporting limits, fees and other detailed notes and clarifications specific to your project. Resulting work is subject to Eurofins Eaton Analytical's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for considering Eurofins Eaton Analytical. We look forward to working with you.

Sincerely,

Brian Remus
Account Executive
brian.remus@eurofinset.com

South Bend, IN
 110 S Hill Street
 South Bend, IN 46617

Prepared for:

Cathrine Nicoletti
 Suffolk County Water Authority Laboratory
 260 Motor Parkway
 Hauppauge, NY 11788
 cathrine.nicolette@scwa.com
 Tel: (631) 218-1138

Prepared by Remus, Brian
 Date 10/6/2021
 Expiration Date 12/31/2022
 Est. Start Date

| | |
|----------------------------|-----------------------------------|
| Project: NY - RD100 | Quote Number: 81001278 - 1 |
|----------------------------|-----------------------------------|

RD100

TAT: 15_Days (Business Days)

| Matrix | Method | Test Description | Quantity | Unit Price | Extended Price |
|--------------------|--------|---|----------|------------|---------------------|
| Drinking Water | RD 100 | In House High Performance Liquid Chromatography | 500 | \$ 165.00 | \$ 82,500.00 |
| Total RD100 | | | | | \$ 82,500.00 |

Quote Other Charges

| Description | Quantity | Unit Price | Extended Price |
|---------------------------|----------|------------|----------------|
| Sample Kit Delivery | 1 | \$ 0.00 | \$ 0.00 |
| Return Shipping | 1 | \$ 0.00 | \$ 0.00 |
| Total Other Charge | | | \$ 0.00 |

| | |
|---------------------------------------|---------------------|
| Total Other Charges | \$ 0.00 |
| Total Analysis Charges | \$ 82,500.00 |
| Grand Total for Quote 81001278 | \$ 82,500.00 |

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

South Bend, IN
110 S Hill Street
South Bend, IN 46617

Prepared for:

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Suffolk County Water Authority Laboratory
260 Motor Parkway
Hauppauge, NY 11788
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Tel: (631) 218-1138

Prepared by Remus, Brian
Date 10/6/2021
Expiration Date 12/31/2022
Est. Start Date

Project: NY - RD100

Quote Number: 81001278 - 1

PROJECT DETAILS

Acceptance Signature

Submitted by: Brian Remus by electronic signature

Accepted By: _____

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS BELOW, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

Project Description and Details

1. Eurofins Eaton Analytical meets all NELAC requirements for testing and reporting results.
2. Standard TAT for RD100 is 15 business days. Report is Level II with QC.
3. Price lowered by \$5.00 per sample due to volume.

South Bend, IN
110 S Hill Street
South Bend, IN 46617

Prepared for:

Cathrine Nicoletti
Suffolk County Water Authority Laboratory
260 Motor Parkway
Hauppauge, NY 11788
cathrine.nicolette@scwa.com
Tel: (631) 218-1138

Prepared by Remus, Brian
Date 10/6/2021
Expiration Date 12/31/2022
Est. Start Date

Project: NY - RD100 **Quote Number: 81001278 - 1**

RD100

| Matrix | Method | Test Description | Analyte | NONE | NONE | Units |
|----------------|--------|---|-------------------------------|------|------|-------|
| Drinking Water | RD 100 | In House High Performance Liquid Chromatography | Acetate Formate Oxylate | | | |

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

1. Area of Application

1.1 All Orders accepted by "Eurofins Eaton Analytical, LLC or any of its subsidiaries or affiliates" (collectively, "EEA") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EEA is accepted by EEA. An order placed with EEA is considered as accepted by EEA when (a) EEA proceeds to fulfil that order, without need for any written confirmation from EEA or (b) EEA accepts the order in writing.

If EEA and Customer have an existing Services Agreement in place (i.e. Master Service Agreement, Laboratory Service Agreement or Pharmaceutical Service Agreement), that Agreement will constitute the entire agreement between the parties and any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties; Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EEA, unless it is in writing and signed by an officer of EEA.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using EEA approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to EEA quoting the customer reference. EEA is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by an officer of EEA, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EEA will be treated as a separate contract between EEA and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, EEA' prices apply "ex works". Any additional cost or disbursement (e.g. incurred by EEA in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by EEA in its acceptance of an order, payment of all invoices is due within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 EEA has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from EEA. The customer undertakes to provide bank account details.

3.6 EEA is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. EEA is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause

4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - EEA shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by EEA to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EEA premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform EEA personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EEA premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies EEA against, all costs, damages, liabilities and injuries that may be caused to or incurred by EEA or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At EEA' request, the customer must provide EEA with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of EEA to the extent necessary for the performance of the order.

5.2 EEA can dispose of or destroy samples immediately after the analysis has been performed, unless EEA and the customer have agreed in writing on the terms of EEA' retention of the sample. EEA also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for EEA arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, EEA will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EEA. Nevertheless, EEA shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by EEA to the customer will remain with EEA until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if EEA has accepted and begun to fulfil an order, EEA has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EEA, whether for that or any other order.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to EEA in accordance with the current state of technology and methods developed and generally applied by EEA and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but EEA cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EEA, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by EEA. If EEA has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed EEA recommendations, EEA shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to EEA for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by EEA, EEA accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EEA. EEA will use commercially reasonable care in handling and storing samples, but EEA shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to EEA that all samples sent to EEA for analysis are safe and in a stable condition and undertakes to indemnify EEA for any losses, injuries, claims and costs which EEA, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform EEA in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and EEA. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EEA harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) EEA (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EEA partners and affiliates, the "EEA Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EEA Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if EEA has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EEA Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to EEA' services which fall under these Terms and Conditions, shall be limited to the lesser of:

(i) the direct and immediate loss or damage caused by the EEA Indemnifying Party's willful misconduct in connection with the performance of the order and

(ii) ten times the amount EEA actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

9.2 The EEA Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of EEA' acceptance of an order that the customer indemnifies the EEA Indemnifying Parties for any losses, injuries, claims and costs which the EEA Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EEA Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if EEA has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

EEA cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EEA' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 EEA shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 EEA shall use commercially reasonable efforts to keep all analysis results and service reports confidential, and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of EEA unless required by applicable laws. In addition, the customer is required to maintain secrecy concerning all services provided by EEA and their results as well as the composition of products and software delivered by EEA. Analysis results are not to be publicly disclosed or exploited without the prior written consent of EEA unless required by applicable law. Even if such written consent is given by EEA, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the EEA Indemnified Parties against any liability which the EEA Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EEA ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EEA CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by EEA and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EEA accepts the order.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EEA or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Lancaster, PA in which the registered office of the EEA company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

**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: **October 8, 2021**

TO: **Jeffrey Szabo, CEO**

FROM: **Kevin P. Durk, Director of Water Quality & Lab Services**

SUBJECT: **Board Approval for Nitrosamine Testing by Eurofins Eaton Analytical, Inc.**

As part of UCMR2 the SCWA tested for a group of chemicals called nitrosamines. Nitrosamines can be formed as a by-product of the disinfection of drinking water or found as a contaminant in drinking water from manufacturing processes such as for rubber and latex products. The EPA has classified several nitrosamines as probable human carcinogens.

In 2009, 2010, and 2011 the SCWA Laboratory tested the wells required by the UCMR2 regulation. Falcon Drive Well #2 was found to have nitrosamine contamination. For efficiency in-house testing was discontinued in July 2012, and the nitrosamine testing for Falcon Drive was subcontracted. Falcon Drive Well #1 was also found to have nitrosamine contamination.

The wells at Falcon Drive have Granular Activated Carbon (GAC) filter systems and since Falcon Drive #2 is a large capacity well, the water is filtered through two separate GAC filter systems. Nitrosamines are measured at extremely low levels, in parts per trillion or ppt. Presently, prior to GAC filtration there is about 4 ppt of n-nitrosomorpholine in both Well #1 and Well #2.

To continue to monitor the wells and GAC filters at Falcon Drive in 2022, multiple labs were contacted, but pricing could only be obtained from two laboratories for this analysis:

| Testing Laboratory | Price per Sample |
|--|-------------------------|
| Weck Laboratories, Inc. 14859 East Clark Avenue City of Industry, CA 91745 | \$145. |
| Eurofins Eaton Analytical, Inc. 110 S. Hill St., South Bend, IN 46617 | \$135. |

The Laboratory recommends utilizing Eurofins Eaton Analytical, Inc. for this testing, pricing has not increased since the last contract. If you concur, the Laboratory would like to obtain the Board's approval to have Eurofins Eaton Analytical, Inc. of South Bend, IN perform the nitrosamine testing beginning January 1, 2022 for an estimated cost of \$10,000.00.

If you have need additional information, I am available at your convenience. Thank you for your consideration of this matter.

October 05, 2021

Cathrine Nicoletti
Suffolk County Water Authority Laboratory
260 Motor Parkway
Hauppauge, NY 11788
cathrine.nicolette@scwa.com
Tel: (631) 218-1138

Subject: Analytical Services Proposal - NY - Nitrosamines
Eurofins Eaton Analytical, LLC. Quotation Number 81001269

Dear Cathrine Nicoletti

We appreciate the opportunity to provide your company with a quotation for your NY - Nitrosamines project. Eurofins Eaton Analytical has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes. Highlights of our service offering includes:

- **Total Access:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track COCs, invoices, reports and much more.
- **Network of Laboratories:** our services provide access to an unparalleled spectrum of capabilities, capacity and turnaround time options, guaranteed accreditation coverage, all through a single point of contact.
- **State Reporting Deliverables/Customizable EDDs:** high resolution, text searchable reports are available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory requirements and analytical protocols and procedures.
- **Nationwide Logistical Support:** bringing you courier network service centers and shipping options throughout the U.S. and abroad so that we can meet any project needs [where applicable].
- **Seamless Reporting:** a guarantee that you receive a concise single PDF report incorporating all analyses into one document.

The following quotation includes an itemized of analytical methods, reporting limits, fees and other detailed notes and clarifications specific to your project. Resulting work is subject to Eurofins Eaton Analytical's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for considering Eurofins Eaton Analytical. We look forward to working with you.

Sincerely,

Brian Remus
Account Executive
brian.remus@eurofinset.com

South Bend, IN
 110 S Hill Street
 South Bend, IN 46617

Prepared for:
 Cathrine Nicoletti
 Suffolk County Water Authority Laboratory
 260 Motor Parkway
 Hauppauge, NY 11788
 cathrine.nicolette@scwa.com
 Tel: (631) 218-1138

Prepared by Remus, Brian
 Date 10/5/2021
 Expiration Date 12/31/2022
 Est. Start Date

| | |
|-----------------------------------|-----------------------------------|
| Project: NY - Nitrosamines | Quote Number: 81001269 - 0 |
|-----------------------------------|-----------------------------------|

Nitrosamines TAT: 10_Days (Business Days)

| Matrix | Method | Test Description | Quantity | Unit Price | Extended Price |
|---------------------------|--------|------------------|----------|------------|--------------------|
| Drinking Water | 521.1 | Nitrosoamines | 50 | \$ 135.00 | \$ 6,750.00 |
| Total Nitrosamines | | | | | \$ 6,750.00 |

Quote Other Charges

| Description | Quantity | Unit Price | Extended Price |
|---------------------------|----------|------------|----------------|
| Sample Kit Delivery | 1 | \$ 0.00 | \$ 0.00 |
| Return Shipping | 1 | \$ 0.00 | \$ 0.00 |
| Total Other Charge | | | \$0.00 |

| | |
|---------------------------------------|--------------------|
| Total Other Charges | \$ 0.00 |
| Total Analysis Charges | \$ 6,750.00 |
| Grand Total for Quote 81001269 | \$ 6,750.00 |

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

South Bend, IN
110 S Hill Street
South Bend, IN 46617

Prepared for:

Cathrine Nicoletti
Suffolk County Water Authority Laboratory
260 Motor Parkway
Hauppauge, NY 11788
cathrine.nicolette@scwa.com
Tel: (631) 218-1138

Prepared by Remus, Brian
Date 10/5/2021
Expiration Date 12/31/2022
Est. Start Date

Project: NY - Nitrosamines

Quote Number: 81001269 - 0

PROJECT DETAILS

Acceptance Signature

Submitted by: Brian Remus by electronic signature

Accepted By: _____

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS BELOW, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

Project Description and Details

1. Eurofins Eaton Analytical Testing and Reporting will meet NELAC requirements.
2. TAT is 10 business days. Report is Level II with QC.
3. Project will have approximately 50 samples in 2022.

South Bend, IN
 110 S Hill Street
 South Bend, IN 46617

Prepared for:

Cathrine Nicoletti
 Suffolk County Water Authority Laboratory
 260 Motor Parkway
 Hauppauge, NY 11788
 cathrine.nicolette@scwa.com
 Tel: (631) 218-1138

Prepared by Remus, Brian
 Date 10/5/2021
 Expiration Date 12/31/2022
 Est. Start Date

| | |
|-----------------------------------|-----------------------------------|
| Project: NY - Nitrosamines | Quote Number: 81001269 - 0 |
|-----------------------------------|-----------------------------------|

Nitrosamines

| Matrix | Method | Test Description | Analyte | RL | MDL | Units | | |
|----------------|--------|------------------|----------------------------------|------|-------|----------------------------------|--|--|
| Drinking Water | 521.1 | Nitrosoamines | N-Nitrosodiphenylamine (NDPhA) | 20.0 | 2.00 | ng/L | | |
| | | | N-Nitrosomorpholine (NMOR) | 2.00 | 0.300 | ng/L | | |
| | | | N-Nitrosopiperidine (NPIP) | 2.00 | 0.500 | ng/L | | |
| | | | N-Nitrosopyrrolidine (NPYR) | 2.00 | 0.400 | ng/L | | |
| | | | N-Nitrosodi-n-butylamine (NDBA) | 2.00 | 0.400 | ng/L | | |
| | | | N-Nitrosodi-n-propylamine (NDPA) | 2.00 | 0.300 | ng/L | | |
| | | | N-Nitrosodiethylamine (NDEA) | 2.00 | 0.300 | ng/L | | |
| | | | N-Nitrosomethylethylamine (NMEA) | 2.00 | 0.200 | ng/L | | |
| | | | N-Nitrosodimethylamine (NDMA) | 2.00 | 0.300 | ng/L | | |
| | | | Surrogate Cpnd | | | | | |
| | | | | | | N-Nitrosodimethylamine-d6 (Surr) | | |

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

1. Area of Application

1.1 All Orders accepted by "Eurofins Eaton Analytical, LLC or any of its subsidiaries or affiliates" (collectively, "EEA") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EEA is accepted by EEA. An order placed with EEA is considered as accepted by EEA when (a) EEA proceeds to fulfil that order, without need for any written confirmation from EEA or (b) EEA accepts the order in writing.

If EEA and Customer have an existing Services Agreement in place (i.e. Master Service Agreement, Laboratory Service Agreement or Pharmaceutical Service Agreement), that Agreement will constitute the entire agreement between the parties and any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties; Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EEA, unless it is in writing and signed by an officer of EEA.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using EEA approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to EEA quoting the customer reference. EEA is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by an officer of EEA, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EEA will be treated as a separate contract between EEA and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, EEA' prices apply "ex works". Any additional cost or disbursement (e.g. incurred by EEA in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by EEA in its acceptance of an order, payment of all invoices is due within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 EEA has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from EEA. The customer undertakes to provide bank account details.

3.6 EEA is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. EEA is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause

4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - EEA shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by EEA to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EEA premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform EEA personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EEA premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies EEA against, all costs, damages, liabilities and injuries that may be caused to or incurred by EEA or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At EEA' request, the customer must provide EEA with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of EEA to the extent necessary for the performance of the order.

5.2 EEA can dispose of or destroy samples immediately after the analysis has been performed, unless EEA and the customer have agreed in writing on the terms of EEA' retention of the sample. EEA also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for EEA arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, EEA will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EEA. Nevertheless, EEA shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by EEA to the customer will remain with EEA until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if EEA has accepted and begun to fulfil an order, EEA has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EEA, whether for that or any other order.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to EEA in accordance with the current state of technology and methods developed and generally applied by EEA and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but EEA cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EEA, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by EEA. If EEA has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed EEA recommendations, EEA shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to EEA for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by EEA, EEA accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EEA. EEA will use commercially reasonable care in handling and storing samples, but EEA shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to EEA that all samples sent to EEA for analysis are safe and in a stable condition and undertakes to indemnify EEA for any losses, injuries, claims and costs which EEA, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform EEA in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and EEA. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EEA harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) EEA (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EEA partners and affiliates, the "EEA Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EEA Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if EEA has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EEA Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to EEA' services which fall under these Terms and Conditions, shall be limited to the lesser of:

(i) the direct and immediate loss or damage caused by the EEA Indemnifying Party's willful misconduct in connection with the performance of the order and

(ii) ten times the amount EEA actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

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9.2 The EEA Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of EEA' acceptance of an order that the customer indemnifies the EEA Indemnifying Parties for any losses, injuries, claims and costs which the EEA Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EEA Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if EEA has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

EEA cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EEA' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 EEA shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 EEA shall use commercially reasonable efforts to keep all analysis results and service reports confidential, and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of EEA unless required by applicable laws. In addition, the customer is required to maintain secrecy concerning all services provided by EEA and their results as well as the composition of products and software delivered by EEA. Analysis results are not to be publicly disclosed or exploited without the prior written consent of EEA unless required by applicable law. Even if such written consent is given by EEA, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the EEA Indemnified Parties against any liability which the EEA Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EEA ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EEA CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by EEA and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EEA accepts the order.

General Terms & Conditions of Sale-Eurofins Eaton Analytical, LLC

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EEA or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Lancaster, PA in which the registered office of the EEA company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

| Analyte | MDL | MRL | Units | % Recovery | DUP RPD | Matrix Spike | | Blank Spike | | CASNumber |
|--|------|-----|-----------|------------|------------|--------------|-----|-------------|-----|------------|
| | | | | | | % R | RPD | % R | RPD | |
| EPA 521 - Nitrosamines by EPA 521 (Water) | | | | | | | | | | |
| N-Nitrosodiethylamine | 0.66 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 55-18-5 |
| N-Nitrosodimethylamine | 0.63 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 82-75-9 |
| N-Nitrosodi-n-butylamine | 0.36 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 924-16-3 |
| N-Nitrosodi-n-propylamine | 0.80 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 621-64-7 |
| N-Nitrosomethylethylamine | 0.54 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 10595-95-6 |
| N-Nitrosomorpholine | 0.40 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 59-89-2 |
| N-Nitrosopiperidine | 0.24 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 100-75-4 |
| N-Nitrosopyrrolidine | 0.26 | 2.0 | ng/l | - | | 50-150 | 50 | 50-150 | 50 | 930-55-2 |
| NDMA-d6 | - | - | Surrogate | 70-130 | | - | | - | | NA |

| Analysis | Specific Method | Container | Preservation | Hold (days) | Amount Needed |
|--|-----------------|---|---|-------------|---------------|
| Nitrosamines by CI GC/MS/MS, EPA 521 in Water | | | | | |
| EPA 521 - Nitrosamines | EPA 521 | 500-mL Amber Glass-521, thiosulfate(40mg) | <6°C, Na ₂ S ₂ O ₃ (If Cl ₂) | 14 | 1000 mL |

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: October 15, 2021
TO: Jeffrey Szabo, Chief Executive Officer
FROM: Michael Litka, Chief Technology Officer 
SUBJECT: KUBRA Document Template Manager and Letters Application

Our current bill presentment and payment provider KUBRA, Inc. demonstrated to representatives from Customer Service and Information Technology their new application "Document Template Manager and Letters Application" (DTM). This application would allow us to send files of all our customer letters to KUBRA to process instead of continuing to print and mail in-house. On average the IT Department processes 3,500 to 4,000 customer letters weekly. This mostly consists of shutoff, cross-connection, and welcome letters,

There are many advantages to centralizing and outsourcing this task to KUBRA who is already processing all our customer bills.

- 1) Currently when we process letters in-house Customer Service is aware we sent a letter but there is no image of the exact letter sent to the customer. Using DTM Customer Service Representatives will be able to use the existing KUBRA web portal and view the letter image while conversing with a customer.
- 2) All letters will use the same "template" and existing envelopes and letter head.
- 3) With the cost of postage – KUBRA will be able to co-mingle and take advantage of all postal requirements to provide us with the best cost-effective postage fees.
- 4) We will not have to purchase and store large volumes of stationery
- 5) The ability to embed graphics, PDF attachments, QR codes, and KUBRA's Retail Cash (RCP) barcode
- 6) The ability to create future adhoc mass letter campaigns

I recommend we amend the existing agreement with KUBRA, Inc. and utilize their DTM application. There is a one-time implementation fee cost of \$15,000.00 to build the SCWA "letter" application and templates. All other costs for standard printing/consumables and postage costs apply to the original contract with KUBRA.

If you agree, please arrange to place this item on the October agenda for board members approval. If you have any questions regarding the above, please do not hesitate to contact me.

att.

Suffolk County Water Authority

Presented by: Kevin Hoekman

V1

Document Template Manager & Letters Application

| | | |
|---|----------------------------------|---|
| KUBRA - Project Management Methodology (PMM) | | Aligned with our PMM Lifecycle Phase(s): Planning |
| Document: Statement of Work (SOW) | Document Version: v3.5.1c | www.KUBRA.com |
| Questions concerning the content, use, or validation of this document may be directed to your KUBRA CRM, your KUBRA Project Lead, or KUBRA Client Support at clientsupport@KUBRA.com | | |

This Statement of Work (“SOW”) between **Suffolk County Water Authority ‘SCWA’** and Kubra Data Transfer Ltd. (KUBRA), as it relates to this specific project, is entered into pursuant to the Agreement between KUBRA and **SCWA’** (the “Agreement”), and consists of this SOW, and its applicable attachments and transaction documents referenced herein, and is effective as of the last signature date below.

SCWA also agrees to the hourly bill rate and any contingencies outlined in the “Pricing and Effort” section of this SOW. As well, **SCWA’** agrees to pay KUBRA reasonable out-of-pocket expenses, including travel expenses. All additional expenses require written documentation from KUBRA and must receive prior written approval from **SCWA’**. **SCWA’** agrees to pay KUBRA’s fees and expenses within thirty (30) days of **SCWA’** receipt of KUBRA’s invoice.

Furthermore, all parties acknowledge and understand that the services being delivered hereunder will not commence until full execution of this SOW. The parties agree that execution and delivery of this SOW via facsimile or scanned PDF is legal, valid, and binding execution and delivery for all purposes.

The individuals executing this SOW on behalf of **SCWA’** and KUBRA do each hereby represent and warrant that they are duly authorized by all necessary action to execute this SOW on behalf of their respective principals.

| Stakeholder | Action | Name (Print) | Signature | Date |
|-----------------|----------------------------|---------------|-----------|------|
| KUBRA COE | Approval | Mirela Anghel | | |
| KUBRA Sales | Approval | Kevin Hoekman | | |
| KUBRA Executive | Approval | Tara Mondelli | | |
| SCWA | Authorization and Approval | | | |

IMPORTANT DATES

| Project Start* Date | Project LIVE Date | SOW Expiration** Date |
|---------------------|-------------------|-----------------------|
| TBD | TBD | 12/31/2021 |

*The Project Start Date will be synonymous with one-of-two commencement milestones within the project schedule dependent upon the state of the estimate included in the SOW, being identified as either “Initial” or “Final”. When the SOW is presented with an Initial Estimate, the Project Start Date will be synonymous with the **Requirements Kickoff Meeting**, unless otherwise stated. When the SOW is presented with a Final Estimate, the Project Start Date will be synonymous with the **Build Commencement Milestone**, unless otherwise stated.

**All “Final” SOW’s will be presented with an Expiration Date. The SOW must be approved and returned to KUBRA by the end-of-business on the stated expiration date to ensure that the project schedule and associated milestones are honored. Once the SOW has expired, project scheduling and staffing will need to be revisited which may impact scheduled milestones, project staffing, project costs, and ultimately the project LIVE.

PRICING

| Document Template Manager Set Up | Cost |
|---|----------|
| Document Template Manager and Letter Application - Implementation | \$15,000 |

Letters will use the existing consumables (paper & envelopes)
 Standard printing/consumable and postage costs apply

Statement of Scope

The purpose of the Statement of Work is to create a “Letters” application and enable to the Document Template Manage (DTM) within DocWeb for SCWA. Once implemented, SCWA will be able to create dynamic documents in DocWeb. Documents can be created/edited the same day the file is sent to KUBRA to release to Production.

Letters Application

A new “Letters” application will be created to allow SCWA to send out various letters to their customers.

Document Template Manager

The DTM application allows you to build, edit, and release data driven dynamic document-based applications for print production in a self-service environment. You can create your own document templates that include dynamic data fields, a variety of font type and styles, embedded graphics, PDF attachments and QR Codes, all available on the web in a simple and intuitive environment. A new application will be created in DocWeb for the DTM Letters.

Some of the DTM features include:

- The ability to build, edit and promote document templates with dynamic data fields in a variety of font types and images, all without the need for IT involvement
- Extended security to allow for special permissions to be assigned to users for adding, editing, or approving templates for production
- Support for an unlimited number of templates
- Support for insert campaigns applied to the document print files
- Repeating Headers and Footers where desired
- Support for PDF attachments
- Allows for reusable content using message blocks
- Growing and variable content through the use of message blocks (Note: growing transactions are not supported)
- Optimized duplex option for reducing print costs where applicable

Through the use of Message Blocks and PDF files, you can do in a single template what previously would have taken multiple templates. By applying Message Blocks and PDF files to target groups, you can specify which customers will receive which header, footer, a single paragraph or an entire message body.

Training will be provided to SCWA at an agreed upon date/time prior to GoLive.

Training will include a complete overview of the DTM manager via DocWeb.

- Creating/Editing templates
- Reviewing templates in Prep
- Promoting templates into Production
- Inserting PDF's into the templates (if applicable)
- Managing QR codes Message Blocks, and Working with Tables

Client Requirements:

Provide data files in one of the following file types supported by DTM: FLAT, RECORD or CSV format

There are 6 mandatory fields required:

- Template Code - known as Letter Code. This field will make the link between the data received from SCWA and the template created in DocWeb. Maximum field length is 20 chars.
- 5 Address fields – known as SoldTo fields, each with a maximum length of 50 chars. The number of the address fields and their length is dictated by the OME window and by the Postal Office (US or Canada).

All the fields that need to be displayed on the letters or fields that needs to be used as target fields for certain rules or inserts need to be sent in the data files

| Solutions (check all that apply) | | | | | | | |
|---|-------------------------------------|----------------------------------|--------------------------|--------------------------|--------------------------|-----------------------|--------------------------|
| BPO – Legacy | <input type="checkbox"/> | ID Cards | <input type="checkbox"/> | i-Mobile | <input type="checkbox"/> | Remittance Processing | <input type="checkbox"/> |
| Credit & Collections | <input type="checkbox"/> | i-doxs Platform | <input type="checkbox"/> | i-Pay | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| Directories | <input type="checkbox"/> | i-doxs Suite | <input type="checkbox"/> | i-Pay EFT | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| Document Imaging | <input type="checkbox"/> | i-doxs Suite Insurance Edition | <input type="checkbox"/> | Notifi | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| Document Template Mgr. | <input checked="" type="checkbox"/> | i-doxs Suite Utility Edition B2B | <input type="checkbox"/> | KUBRABCS | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| EZ-PAY | <input type="checkbox"/> | i-doxs Suite Utility Edition B2C | <input type="checkbox"/> | Storm Center | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| i-Connect | <input type="checkbox"/> | i-Lockbox | <input type="checkbox"/> | KUBRA IQ | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |
| i-Direct SEDP | <input type="checkbox"/> | i-Message | <input type="checkbox"/> | Provider Search Websites | <input type="checkbox"/> | ENTER Other | <input type="checkbox"/> |

SOW Supporting Documentation

The following documents are considered supporting documents to the agreement outlined in the SOW. The acceptance of this SOW implies a full understanding and acceptance of all documents listed below.

| Document Type | Document Name | Document Date | Document Version | Document Source |
|------------------|------------------------|-----------------------------|------------------|-----------------|
| Choose an item. | [enter document title] | Click here to enter a date. | [version] | Choose an item. |
| Choose an item. | [enter document title] | Click here to enter a date. | [version] | Choose an item. |
| Choose an item. | [enter document title] | Click here to enter a date. | [version] | Choose an item. |
| [other doc type] | [enter document title] | Click here to enter a date. | [version] | Choose an item. |
| [other doc type] | [enter document title] | Click here to enter a date. | [version] | Choose an item. |

Project Change Control Procedures

In the event that changes are required that would alter the scope outlined and agreed upon within this SOW and its supporting documentation, a Scope Change Request will be initiated.

A high level outline of the process is as follows:

1. A Scope Change Document (“SCd”) will be provided by KUBRA, and will be completed by the requesting party with the support and assistance of our KUBRA Project Lead. The SCd will describe the change, provide the rationale for the change, and the effects (time, costs, staffing, etc…) the change will have on the project.
2. Approval of the Change Request, as documented within the SCd, must have an appropriate level of approval from both KUBRA and the other party.
3. The SCd is an executable document.

Understanding that new requirements are sometimes identified during the lifecycle of the project, our ability to identify those as early as possible is paramount to the timely delivery of the project as described.

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

TO: Jeffrey W. Szabo, CEO

FROM: John C. Milazzo, General Counsel

RE: Use of SCWA Property in Southold
Marion Gardens, Inc. and Hellenic Cabins and Snack Bar, Inc.

DATE: October 21, 2021

SCWA has agreements with Marion Gardens and Hellenic allowing the entities to use portions of SCWA property in Southold. Marion Gardens uses approximately 2 acres and Hellenic uses approximately 0.15 of an acre.

Marion Gardens uses a portion of the SCWA's Rocky Point Road property in East Marion for farming. SCWA and Marion Gardens executed an agreement on November 10, 2004, which was replaced by a License dated July 28, 2006 that was later amended by agreement dated November 9, 2007 to permit the use. Either party may terminate the license on notice to the other. Marion Gardens pays SCWA \$1,210 annually to use the property.

Hellenic uses a portion of the SCWA's Land's End property in East Marion for parking for its restaurant. SCWA acquired the property and the lease as part of its acquisition of the Village of Greenport water system. The Village and Hellenic executed a Lease in 1994. The 1994 agreement was modified and extended three times, once in 2006, a second time in 2011, and a third time in 2016. The lease may be terminated by either party on ninety days notice to the other. Hellenic currently pays \$350 a month to use the property and the amount has not increased since 2011. This amount is based on the original Village-Hellenic Lease which was for \$300 a month.

Both agreements require that SCWA be held harmless and insured by either Marion Gardens or Hellenic. Each also contains a provision that if the Town levies real estate taxes on SCWA because of either agreement, the entity using the land that is taxed must pay the taxes. Currently, the Town levies taxes on the Rocky Point Road property affected by the Marion Gardens agreement and Marion Gardens pays the taxes.

Marion Gardens and Hellenic have offered to purchase the property they use. Operations recommends rejecting their offers.

To standardize the terms of the agreements, it is suggested that SCWA modify each agreement to allow for a five year term starting on January 1, 2022 with the option for three successive five year renewal periods. The agreements would also be terminable by either party on one year's notice to the other. Hellenic specifically requested the three options and the one year

notice provision. Under each modification the current rent would increase by 2% per year.

Please have the Board consider authorizing the amendments on the terms of the attached agreements and to authorize the CEO to execute any documents necessary to effect them.

The proposed amendments are consistent with the SCWA Property Disposition Policy and may be negotiated without public bidding because the fair market value of the property (the lease or license interest) is estimated to be less than \$15,000. An explanatory statement need not be filed because the annual payment to SCWA is less than \$15,000 in each case.

SECOND LICENSE AMENDMENT

This Agreement made the ____ day of _____, 2021 is between Suffolk County Water Authority, with its principal office at P.O. Box 38, 4060 Sunrise Highway, Oakdale, New York, 11769, hereinafter SCWA and Marion Gardens, Inc. with a mailing address of c/o Walter Gaipa, P.O. Box 247, East Marion, New York 11939 (hereinafter “Marion Gardens”), each a “Party” and taken together the “Parties.”

WITNESSETH

Whereas, the Parties entered into a License Agreement dated November 10, 2004, which was Agreement was replaced by a License Agreement dated July 28, 2006, and was further amended by an License Amendment dated November 9, 2007, which are collectively referred to as the License, by which Marion Garden uses certain property owned by the SCWA on Rocky Point Road in East Marion (the “SCWA Property”) in connection with a farm it operates adjacent to the SCWA Property, and

Whereas, the Parties wish to amend the License to extend its term to be a five year term starting on January 1, 2022, provide for two consecutive five year renewals of the License, and provide for an annual Two Percent (2%) rent increase.

Now, therefore, the Parties agree as follows:

1. Paragraph 2 the November 9, 2007 License is deleted and replaced with the following:

The term of the License shall commence on January 1, 2022 and terminate on December 31, 2026.

2. Paragraph 3 of the November 9, 2007 License is deleted and replaced with the following:

The License shall automatically renew for up for three (3) successive periods of five (5) years each unless otherwise terminated by a Party prior to the end of the then current term. The first year rent shall be One Thousand Two Hundred Ten Dollars (\$1210) and shall increase by Two Percent (2%) annually thereafter. Marion Gardens must maintain the insurance coverage required under the License and maintain as SCWA as an additional insured thereunder at all times during the term of this License or any renewal thereof.

3. Paragraph 4 of the 2007 License Agreement is deleted and replaced with the following:

Either party may cancel this Agreement upon One Year's written notice to the other. If cancelled, Marion Gardens shall quit and vacate the premises and leave it in free and clear of all debris or structures or both and in condition substantially similar to that which existed immediately prior to this Agreement.

4. In the event of a conflict between the License and this Second License Amendment, the provisions of this Second License Amendment shall prevail. All of the other terms of the License shall prevail.

In Witness Whereof, the Parties have caused this Second License Amendment to be signed and effective as of the date first above written.

Suffolk County Water Authority

Marion Gardens, Inc.

By: _____
Jeffrey W. Szabo, CEO

By: _____
Name: _____
Its: _____

FOURTH LEASE EXTENSION AGREEMENT

This Agreement made the ____ day of _____, 2021 is between Suffolk County Water Authority, with its principal office at P.O. Box 38, 4060 Sunrise Highway, Oakdale, New York, 11769, hereinafter Lessor, and the Hellenic Cabins and Snack Bar, Inc., with offices at P.O. Box 506, 5145 Main Road, East Marion, New York 11939, hereinafter the Lessee, each a “Party” and taken together the “Parties.”

WITNESSETH

Whereas, in 1999, Lessor purchased from the Village of Greenport, the Village’s water system located outside the incorporated limits of the Village, and

Whereas, as part of Lessor’s acquisition of the Village’s water system, Lessor also acquired the Village’s interests in a certain lease dated December 9, 1994 between the Village and Lessee, which lease was assigned by the Village to Lessor, and

Whereas, said Lease expired on November 30, 2004, and

Whereas, on September 11, 2006, the Lessor and Lessee entered into an Agreement to extend the Lease for a period of five years (the “First Lease Extension”), and

Whereas, on September 10, 2011, the Lessor and Lessee entered into an Agreement to extend the Lease for period of five years (the “Second Lease Extension”), and

Whereas, on October 5, 2016, the Lessor and Lessee entered into an Agreement to extend the Lease for a period of five year (the “Third Lease Extension”), and

Whereas, the Lease, First Lease Extension, the Second Lease Extension, and the Third Lease Extension, are collectively referred to herein as the “Lease”

Whereas, the Parties wish to extend the Lease for another five year period on the terms of the Lease and this Fourth Lease Extension.

Now, therefore, the Parties agree as follows:

1. The Lease is extended for a period of five years and three months commencing on October 1, 2021 and expiring on December 31, 2026 on the terms and conditions provided in the Lease as modified by this Fourth Lease Extension.

The Lease shall automatically renew for up for three (3) successive periods of five (5) years each unless otherwise terminated by a Party prior to the end of the then current term.

2. The Parties agree to delete and replace Paragraph 3 of the Second Lease Extension with the following:

Rent: The rental to be paid by Lessee hereunder shall be as follows: \$375 per month for the term of this Agreement. Rent shall be due by the first of each month at Lessor's offices. The rent shall increase by Two Percent (2%) per year during the term of the Lease and any renewal term.

3. The Parties agree to delete and replace Paragraph 4 of the First Lease Extension with the following:

Either party may cancel this Lease upon One Year's written notice to the other. If cancelled, Lessee shall quit and vacate the premises.

4. In the event of a conflict between the Lease and this Fourth Lease Extension, the provisions of this Fourth Lease Extension shall prevail. All of the other terms of the Lease shall prevail.

In Witness Whereof, the Parties have caused this Fourth Lease Extension to be signed and effective as of the date first above written.

Suffolk County Water Authority

Hellenic Cabins and Snack Bar, Inc.

By: _____
Jeffrey W. Szabo, CEO

By: _____

Name: _____

Its: _____

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

TO: Jeffrey W. Szabo, CEO

FROM: John C. Milazzo, General Counsel

RE: United States Army Corp of Engineers Access Agreement
Evergreen Avenue Speonk-Riverhead Road, Speonk

DATE: October 20, 2021

The Army Corp of Engineers is requesting permission to enter onto SCWA's Evergreen Avenue Speonk Riverhead Road future well property to conduct an investigation for munitions and explosives used by the Army in the area. According to the USACOE, between 1943 and 1946, bombing, strafing, and rocket fire exercises for fighter pilots using the P-47 Thunderbolt aircraft occurred in the area. Between May 1943 and January 1944, 100 lb and 500 lb high explosive bombs, incendiary bombs and 4.5 inch rockets were also used in the area. Military use ended in 1946. Some of these munitions may have landed on the SCWA property and may still exist today.

Operations approved the USACOE investigation. The USACOE will not pay to use the property but it will remove or render harmless any undetonated explosives located on the site.

The agreement permits the USACOE to access the site for up to 3 years. SCWA holds the property for future use, but such use is not anticipated within the next three years. USCOE will repair any damage caused to the property or make appropriate settlement for the same. The agreement has been reviewed and is acceptable.

Please have the Board authorize the CEO to execute any instrument necessary to effectuate this agreement.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

September 24, 2021

Real Estate Division

Suffolk County Water Authority
Attention: John Milazzo, Legal Department
PO Box 37
Oakdale, NY 11769

Dear Mr. Milazzo:

The U.S. Army Corps of Engineer is requesting permission to enter upon the property owned by the Suffolk County Water Authority in Suffolk County (SCWA), New York, in accordance with the enclosed Right of Entry and accompanying map, Exhibit "A". USACE is seeking permission to access the property, formally known as the Suffolk County Army Airfield Bombing and Gunnery Range Munitions Response Site, for environmental investigation and remediation activities under the Formally Used Defense Site Program. The purpose of the Remedial Investigation is to evaluate whether historical Department of Defense activities at have impacted current environmental quality at the site from munitions and explosives of concern, and if so, to identify what cleanup or remediation is needed to protect human health and the environment.

The Government will contact the SCWA at least five days prior to performing any work on the described property either by phone, email, or letter. The purpose of the notification is to inform the SCWA of the specific work that will be conducted and when access to the property will be required. The exact date will be determined once the Right- of-Entry is signed and will be coordinated by the Government and/or its agents. Upon final signature by the Government, a copy of the executed Right-of-Entry agreement will be furnished for your files.

Thank you for your continued support and cooperation. Please review and sign the enclosed Right-of-Entry agreement and return it to Ms. Lauren Mazzola, Realty Specialist, via email at Lauren.N.Mazzola@usace.army.mil, or to the following address: U.S Army Corps of Engineers, Real Estate Division, Attn: Lauren Mazzola, 26 Federal Plaza, Room Number: 16- 508-9, New York, NY, 10278-0090. Should you have any questions pertaining to the environmental investigation, please contact Ms. Julie Rupp, Project Manager at (978) 318-8962; for real estate questions regarding the Right-of-Entry form, please contact Ms. Lauren Mazzola, Realty Specialist, by email or phone at (917) 246-7696.

Sincerely,

Warren Q. LaRiviere
Chief, Management and Disposal Branch
Real Estate Division

Enclosures

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR
ENVIRONMENTAL ASSESSMENT AND RESPONSE**

**DEFENSE ENVIRONMENTAL RESTORATION PROGRAM-
FORMERLY USED DEFENSE SITES (DERP-FUDS)**

ROE# DACA51-9-21-107

PROJECT NAME:

Suffolk County Army Airfield Bombing and Gunnery Range Military Munitions Response Project

FUDS PROJECT NUMBER: D01MA123401

LOCATION: 1272 Speonk Riverhead Road, Speonk-Remsenburg, New York 11977

TAX MAP NUMBER: 473689 302.000-0001-002.000

ASSESSOR PARCEL NUMBER: 43034

The undersigned, herein called the "Owner", in consideration for the mutual benefits of the work described below, hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable and assignable right to enter in, on, over and across the lands hereinafter described in Condition 5 for a period not to exceed **thirty-six (36) months**, beginning with the date of the signing of this instrument, and terminating with the completion of the remediation or the filing of a notice of termination in the local land records by the representative of the United States in charge of the Suffolk County Army Airfield Bombing and Gunnery Range Military Munitions Response Project, for use by the United States, its representatives, agents, and contractors, and assigns, as a work area for environmental investigation and response; including the right to store, move, and remove equipment and supplies; erect and remove temporary structures on the land; investigate and collect samples; (excavate and remove ordnance and explosive waste, pollutants, hazardous substances, contaminated soils, containerized waste, and replace with uncontaminated soil); excavate and remove all storage tanks(above, at, and below ground level), contents, and appurtenant piping; demolish and dispose of former military structures and debris; construct, operate, maintain, alter, repair, and remove groundwater monitoring wells, groundwater purification and injection systems, appurtenances thereto, and other devices for the monitoring and treatment of contamination in soil, air, and water; dispose of ordnance and explosive waste by detonation; and perform any other such work which may be necessary and incident to the Government's use for the investigation and response on said lands; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title interest, and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired.

2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purposes listed above.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

5. The land affected by this right-of-entry is located in the Hamlet of Speonk-Remsenburg, State of New York, and is described as follows: 1272 Speonk Riverhead Road, Speonk-Remsenburg, New York 11977, Tax Map Number: 473689 302.000-0001-002.000, Assessor Parcel Identification number: 43034, as shown on **Exhibit "A"**, attached hereto and made apart hereof.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

WITNESS MY HAND AND SEAL this _____ day of _____, 2021.

OWNER: SUFFOLK COUNTY WATER AUTHORITY

Signature¹: _____

Title: _____

Mailing Address if different from above: _____

Owner/Agency Phone #: _____

Year Round Phone # or cell phone #: _____

Email: _____

UNITED STATES OF AMERICA

By: _____

VERONICA A. HIRIAMS

Acting Chief, Real Estate, New York District

Real Estate Contracting Officer

¹ Owner or Agency representative needs to sign this page. If signing on behalf of owner or an agency, The certificate of authority signature is also required on the next page.

CERTIFICATE OF AUTHORITY

I, _____ certify that I am _____ of
(Name) *(Title)*

_____, and that _____, who signed
(name of corporation, agency, etc.) *(name of person who signed above)*

the foregoing instrument on behalf of the grantee, was then the _____ of
(title of person who signed above)

the _____. I further certify that the said _____
(name of corporation, agency, etc.) *(name of person who signed above)*

was acting within the scope of powers delegated to him/her in executing said instrument.

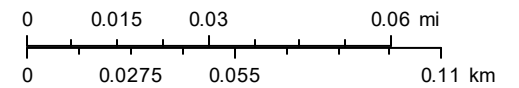
Date: _____

Signature²: _____

² Certificate of authority is required if owner is a corporation, company, agency, etc. to verify that the person who signed the preceding page has the proper authority to sign on owner or agency's behalf.



Right-of-Entry: 1272 Speonk Riverhead Road
Remsenburg-Speonk, 11977
Assessor Parcel ID: 43034



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

INTEROFFICE CORRESPONDENCE

DATE: October 19, 2021
TO: Jeffrey W. Szabo, CEO
FROM: T.J. Kilcommons, P.E., Chief Engineer/Director of R&D
SUBJECT: NFPA Membership



In 2002, the Authority commenced membership in the NFPA (National Fire and Protection Association). Since that time, we have retained our membership and have taken advantage of the many benefits they provide, such as discounted publications and NEC codebooks, discounted CEU accredited seminars, and access to their website and technical help desk.

Membership fees have remained the same since 2017. At this time, we would like to request extension of the Authority's membership in the NFPA, and obtain Board approval for the annual \$175.00 cost. If this request is acceptable to you, please arrange to have the membership extension placed on the agenda for the October 2021 Board Meeting.

TK:RD

cc: J. M. Pokorny, P.E. Approved
R. Dickman, P.E.



SUFFOLK COUNTY WATER AUTHORITY
Construction Maintenance - Oakdale, New York

INTER-OFFICE CORRESPONDENCE

DATE: October 19, 2021
TO: Jeffrey W. Szabo, CEO
FROM: Brendan J. Warner, Deputy Director, Construction-Maintenance *B. Warner*
SUBJECT: Curb Boxes – Interim Procurement

As you are aware, on October 15th we requested approval to purchase Curb Boxes as a stop-gap measure due to supply chain issues with our Contract Supplier. With your approval, we issued a Purchase Order in the amount of \$38,420.00 to Bingham and Taylor for 1000 Curb Boxes. The purchase was made under the Emergency Provision Clause of our Procurement Policy. Attached to this memo is the original request for the Emergency Procurement. Please notify the Board of our action taken.

Cc: Marlon Torres
Dan Penza

SUFFOLK COUNTY WATER AUTHORITY

Construction Maintenance - Oakdale, New York

INTER-OFFICE CORRESPONDENCE

DATE: October ¹⁵~~22~~, 2021

TO: Jeffrey W. Szabo, CEO

FROM: Brendan J. Warner, Director, Construction-Maintenance *B Warner*

SUBJECT: Curb Boxes – Interim Procurement

The Authority executed a contract with General Foundries, Inc to Furnish and Deliver Service Boxes (Curb Boxes) in March of 2021. Due to the ongoing supply chain issues that have resulted from the global pandemic, General Foundries notified us that their next shipment of 400 curb boxes will be delayed by 3 months. We have approximately 500 curb boxes in stock and we utilize close to 400 a month. At current rate, we will be fully depleted authority-wide within 4-5 weeks. As a stop-gap measure to ensure adequate supplies for our maintenance crews, our Purchasing Department solicited quotes from multiple vendors for a set quantity purchase of curb boxes to be delivered as soon as possible.

Their quotes are as follows:

| Vendor | Curb Box without Rod | Lead Time | Quantity | Unit | Unit Bid Price | Total |
|--------------------|----------------------|-------------|-----------------------------|------|----------------|---------------|
| Bingham and Taylor | P02ZHC3964W | 2-3 Weeks | 1,000 | Each | \$38.42 | \$38,420.00** |
| Ford MeterBox | EA2-60-50 | 12-14 Weeks | 1,000 | Each | \$36.71 | \$36,710.00 |
| Mueller | Curb Box | N/A | Could not supply this item. | | | |

** Plus Freight

Under normal circumstances, we would seek approval to make this purchase at the next Board Meeting and issue a purchase order after the board resolution is approved. However, there is a high likelihood that we will run out of inventory if we wait until October 28th to place our order, as leads times are likely to grow in 2 weeks. Ford MeterBox supplied the lowest price quote however these items would not be delivered for 12-14 weeks. For this reason, we are seeking your approval to purchase 1000 curb boxes from Bingham Taylor under the Emergency Provision Clause of our Procurement Policy. We will then update the Board at the October meeting as to the action taken. This one-time spot purchase will allow maintenance operations to proceed uninterrupted until our Contract Supplier (General Foundries) can resume regular shipments.

Approved: *[Signature]* J. Pokorny PE

Approved: *[Signature]* J. Szabo

Cc: Marlon Torres
Dan Penza

SUFFOLK COUNTY WATER AUTHORITY
Construction Maintenance - Oakdale, New York

INTER-OFFICE CORRESPONDENCE

DATE: October 20, 2021
TO: Jeffrey W. Szabo, CEO
FROM: Brendan J. Warner, Director, Construction-Maintenance
SUBJECT: Telog Insertable Flowmeter – Pilot Procurement

As part of the Authority's goal to leverage the latest and greatest technologies available to the Water Industry, the Construction-Maintenance Department seeks to procure two Telog Insertable Flowmeters with Battery Powered RTUs. These devices will allow us to remotely monitor flow rates in our distribution system that would previously have required establishing a permanent power supply to a vault. Potential applications would include monitoring flow at our step-down pressure zones, monitoring flow rates at our North Fork Tanker Hydrant, and monitoring flows to identify distribution system improvements. The data logged would be accessible through the Telog website we are already using for our Remote Hydrant Pressure Monitors. Telog has quoted the pricing from its existing contract (NYC DCAS Contract #1900168) with New York City Department of Environmental Protection for this pilot procurement. Given the larger quantities of this publicly bid contract, we feel the pricing is more competitive than if we were to issue our own solicitation for 2 devices.

For these reasons, we are seeking the Board's approval to procure two Telog Insertable Flowmeters with Wireless RTUs and Appurtenances from Trimble Inc. for \$19,665.00. If you are in agreement, please present to the Board at the next Board Meeting. Pending the success of the pilot program we would seek to solicit bids for a larger contract to supply these devices.

Approved: _____ Joe Pokorny PE

Approved: _____ Jeffrey W. Szabo

Cc:
Marlon Torres
Dan Penza



Quotation # 1915-5 Rev. 2

For sales or technical support

**Richard Zebler
Technical Devices Inc
C: 516-712-7402
Rzebler@tdi-pm.com**

Please make PO out to:

**TRIMBLE INC.
5475 KELLENBURGER ROAD
DAYTON, OH 45424-1099
main@tdi-pm.com
215-953-1595 F 215-953-1593**

| | | |
|----------------|-----------------------------------|--|
| TO | : Daniel Penza | Issued by: Richard Zebler CC: |
| COMPANY | : Suffolk County Water Authority | |
| EMAIL | : daniel.penza@scwa.com | |
| DATE | : 10/4/2021 | Delivery : 8-10 Weeks ARO |
| SUBJECT | : Ru-32imA- Pressure and IFM Flow | This Quote is valid for 60 Days |

| Item # | Quan | Description | Unit price | Total price |
|--------|------|---|--------------|--------------------|
| 1 | 2 | Ru-32imA-L1V 20-2084 8 channel RTU with embedded Verizon LTE cellular modem . Packaged in IP67 (NEMA 6) enclosure rated for underground use. Supports up to 2 pressure transmitters, 1 analog (valve position), 1 current loop (meter/process instrument), 2 digital (Pulse counting or event) inputs and 2 meter register channels (3 wire Sensus protocol). BP-4 lithium battery pack. Comes standard with EAC and user configurable external power option. | \$3,295.00 | \$6,590.00 |
| 2 | 2 | IFM-32-300 Insertion Flow Meter for pipes of diameter up to 11"/300mm with 1" NPT fitting | \$4,945.00 | \$9,890.00 |
| 3 | 4 | PT-DS-H0-200-030 Digital Pressure sensor with range to 200PSIG, with accuracy of +/- 0.25% of range and cable length of 30 feet | \$625.00 | \$2,500.00 |
| 4 | 2 | CU-IFM-32-AMI IFM-32 communication cable with flying leads for connection of meter to Ru-32. Cable length 15 feet | \$115.00 | \$230.00 |
| 5 | 1 | CU-IFM-32-PROG USB communication cable for programming an IFM-32 Insertion Meter | \$285.00 | \$285.00 |
| 6 | 2 | A-SB-LTE Blade Antenna Installation: On the road surface or non-conductive surface; typically used for temporary installations Type: Wide band antenna Connector: TNC, nickel plated brass Cable length: 10' Size: 5.7" x 1" x 0.18" (L x W x H) Peak Gain: 1.5dB Frequency range: 698-960 MHz / 1710-2600 MHz | \$70.00 | \$140.00 |
| 7 | 1 | C-BLE-D USB dongle for communication with RTUs supporting Bluetooth Light Edition (BLE) | \$30.00 | \$30.00 |
| | | | Total | \$19,665.00 |

Please note: The quoted products are based on the NY DCAS Contract # 1900168 "Telog Data Loggers & Sensors - DEP"

TERMS: NET 30 WITH CREDIT APPROVAL; MANUFACTURERS WARRANTY & CONDITIONS OF SALE APPLY; SHIPPING PREPAID AND ADDED:

FOB DAYTON, OH



Options:

| | | | |
|---|---|--|-----------------------|
| 1 | 1 | IFM-32-500 Insertion Flow Meter for pipes of diameter up to 19"/500mm with 1" NPT fitting | \$5,145.00 |
| 2 | 1 | CU-CTS Communicatin/Tamper Switch Cable, 8 feet in length 5 pin circular to 9 pin serial connector | \$225.00 |
| 3 | 1 | PCASE-IFM-32-SM Pelicase waterproof case for IFM-32-200 and IFM-32-300 Insertion Flow Meters | \$795.00 |
| 4 | 2 | TW-UNITY-RMBC-SS Trimble Unity RTU Activation Includes: Cellular Communications Access to Map, Monitoring Sites, Telemetry Data, Reports, and Alarms from within Trimble Unity Setting measurement types for all channels available by RTU type- Up to 24 calls per day- Up to 10 notification Alarms via SMS text or email- 4 Alarms per recorded measurement- User defined data logging and sensors sampling Standard System Health Dashboard | \$240.00/RTU/ YEAR |
| 5 | 2 | Trimble Unity RTU Activation Fee Activate and set up the communications and RTU in the Trimble Unity Remote Monitoring software | \$75.00 |
| 6 | 1 | IDPTH-GGE-500 Depth probe that allows assessment of actual pipe inner diameter for Insertion Flow Meters. Works for pipe diameters to 500mm/20" | \$760.00 |

TERMS & CONDITIONS OF SALE

Subject to the express terms of any other valid agreement you ("Buyer") have with Trimble, Inc. or Trimble Europe BV (either, "TRIMBLE"), and subject to any applicable terms and conditions published from time to time on Trimble websites, the following terms and conditions of sale ("Terms") establish the basis on which the purchase of TRIMBLE products, software or services ("Product(s)") is made by and between Buyer and TRIMBLE. Every Product order placed with TRIMBLE is conditioned on and confirms Buyer's acceptance of these Terms, and TRIMBLE agrees to furnish the Products described in Buyer's purchase orders only upon these Terms. Any terms or conditions to the contrary appearing on orders, or within Buyer's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to these Terms, or any assignment of Buyer's rights or obligations hereunder shall be valid or binding on TRIMBLE unless in writing and signed by an authorized TRIMBLE representative. These Terms, together with the Basic Order Terms (defined in Section 1.3 below) set forth on a purchase order accepted by TRIMBLE constitute the entire agreement of Buyer and TRIMBLE for purchase and sale of the Product(s) (hereafter sometimes referred to as the "contract").

1. General:

1.1 Validity of sales agreement: TRIMBLE's quotations are non-binding unless otherwise expressly stipulated in writing. Orders are accepted as valid and binding only when confirmed by TRIMBLE in writing. Orders cannot be canceled for any reason without the prior written consent of TRIMBLE. In such case, TRIMBLE may claim compensation under Section 3.2 below.

1.2 Intellectual property ownership of TRIMBLE documentation: TRIMBLE retains title and full intellectual property ownership of all documentation, including but not limited to, tender documents and materials, calculations, drawings, models, plans, sets of tools, etc. All such documentation is considered confidential and Buyer shall not copy such documentation or disclose them to third parties without TRIMBLE's prior written consent.

1.3 Basic Order Terms - Fixed: All purchase orders for Products shall include the following information: (i) Products and quantities, (ii) prices, (iii) delivery instructions, (iv) the TRIMBLE part number, and (v) for service subscriptions, the term of the subscription (collectively, "Basic Order Terms"). All Basic Order Terms are fixed and final upon TRIMBLE's acceptance of the order. TRIMBLE's obligation to Buyer is limited to these Terms.

1.4 Software Licenses: If a Product order includes software (whether built into hardware circuitry as firmware, provided as a standalone com-puter software product, provided as a hosted service, embedded in flash memory, or stored on magnetic or other media), such software is licensed, not sold, and Buyer is granted a non-exclusive, non-assignable right to use the Product software for no other purpose than that of operating the TRIMBLE Product(s) furnished under these Terms. If accompanied by a separate end user license, terms of service or terms of use, use of any such software or service will be subject to such separate terms (including any differing limited warranty terms exclusions and limitations). Nothing herein shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by the TRIMBLE license.

TERMS: NET 30 WITH CREDIT APPROVAL; MANUFACTURERS WARRANTY & CONDITIONS OF SALE APPLY; SHIPPING PREPAID AND ADDED:

FOB DAYTON, OH

 VISA / MC / AMEX ACCEPTED

1.5 Service Subscriptions; Renewals. If a Product order includes software as a service (SaaS) or some other hosted service, the term of the license granted in Section 1.4 is limited to the term of the subscription purchased by Buyer, as stated in TRIMBLE's quotation and/or the Basic Order Terms (the "Initial Term"). At the end of the Initial Term, the subscription will automatically renew for consecutive renewal terms of one (1) year each (each a "Renewal Term"). The Initial Term and each Renewal Term collectively are referred to as the "Subscription Term." Either party may elect not to renew a subscription at the end of the Initial Term or any Renewal Term by giving written notice to the other at least ninety (90) days prior to the end of the then-current Subscription Term.

2. Delivery of Products:

2.1 Delivery time: Delivery times are established when the order is accepted in writing by TRIMBLE. TRIMBLE will use commercially reasonable efforts to meet Buyer's requested delivery dates, unless Buyer is in default under the contract or Trimble's performance is otherwise excused. TRIMBLE shall not be liable for late or delayed delivery. Late delivery shall not be a basis for Buyer's cancellation of any order.

2.2 Delivery terms: Title and risk of loss or damage to the Products will pass to Buyer when Trimble delivers the Products to the shipping carrier, except for title to software Products, in which case only title to the media will pass. Unless otherwise agreed, TRIMBLE will deliver the Product freight prepaid; provided that Buyer will pay or reimburse TRIMBLE for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges in connection with shipment hereunder. Buyer shall make such payments to TRIMBLE within 30 days after date of TRIMBLE's invoice. TRIMBLE has the right to make partial deliveries.

3. Acceptance, Inspection, Notice of Nonconformance:

3.1 Buyer's acceptance of ordered Products shall be deemed to occur upon Trimble's delivery of such Products to the shipping carrier or activation in the case of services. It is Buyer's responsibility to give prompt written notice of identified damage or nonconformance of goods. Upon receipt, Buyer shall inspect the condition of the packaging and the Products and indicate any damage to the carrier on the delivery note, have the carrier's agent sign the document and, within two (2) days thereof, send all documents by e-mail or fax to the TRIMBLE facility from which shipment took place, together with the carrier's references. TRIMBLE must be notified within 10 days of delivery of incorrect materials, and concealed loss or damage claims must be made by Buyer to the carrier by requesting an inspection and filing a claim with the carrier, with written notice, which shall also be given to TRIMBLE within 10 days of delivery. If Buyer retains the Product without giving notice within the designated period, Buyer will be deemed to have waived its right to reject the order.

3.2 If Buyer rejects conforming Products under an accepted order, TRIMBLE shall be entitled to claim reasonable compensation for restocking and other expenses it has actually incurred. The risk of accidental loss or destruction of sold Products shall pass to the Buyer at the time Buyer rejects conforming Products.

4. Return of Product: Any return of Product will be subject to TRIMBLE's prior written consent and must be made pursuant to Trimble's product return procedures then in effect. Products must be returned, transport prepaid, to the TRIMBLE facility (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed by TRIMBLE. The Products travel at the risk and responsibility of Buyer. Product not eligible for return shall be returned to Buyer by TRIMBLE, freight collect. For approved returns Buyer will receive credit equal to the lesser of the Product's invoice price or current replacement value, less any applicable charges or fees.

5. Pricing, Terms of Payment:

5.1 Unless otherwise stated by TRIMBLE in writing, payment terms shall be net 30 days from date of TRIMBLE's invoice. No discount will be granted for advance payment. Payment shall be made in the currency indicated on the Product order or invoice, as applicable. Subscription fees for any Renewal Term, renewed subscriptions or additional subscriptions to Products will be based on the then list price for such subscriptions, unless the parties agree in writing to different pricing. TRIMBLE shall be entitled to offset payments against prior debt balances in Buyer's account. Products or services purchased under Trimble's United States General Services Administration ("GSA") Schedules will be subject to all of the pricing and other terms, conditions described in the applicable GSA Schedule.

5.2 TRIMBLE shall have the continuing right to review Buyer's credit and change Buyer's payment terms and, without limiting the foregoing, may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to TRIMBLE), or a guarantee of prompt payment, prior to shipment or service activation.

5.3 Interest shall be charged on all overdue sums owing to TRIMBLE under these Terms at the rate of one percent (1%) per month (or the highest legal limit if lower than said amount), and shall be calculated from the date the sums in question were payable to the date on which payment is made in full.

5.4 Buyer grants TRIMBLE a purchase money security interest in each Product delivered to Buyer until payment is made in full to TRIMBLE for such Products. Upon request from TRIMBLE, Buyer will cooperate with TRIMBLE in perfecting any such security interest.

5.5 Buyer shall be liable for any costs incurred by TRIMBLE in the event of variation or suspension of any order by Buyer. In an international payment transaction, Buyer shall be liable for any additional costs incurred.

5.6 Stated Product prices do not include any applicable sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property or similar taxes; all of which shall be paid by Buyer. Any tax that TRIMBLE may be required to collect or pay upon the sale or delivery of the Product shall be paid by

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Buyer to TRIMBLE unless Buyer provides direct payment authority or an exemption certificate valid in the jurisdiction to which the Product will be delivered.

6. Warranty:

6.1 **Product Limited Warranty:** Unless the limited warranty included with any Product covered by these Terms grants different rights to the Buyer, TRIMBLE warrants to Buyer, and only to Buyer, that the TRIMBLE Products furnished under the contract shall be designed and manufactured to conform to TRIMBLE's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, TRIMBLE's liability is limited to replacing, repairing or issuing credit for any Product that is returned to TRIMBLE by the original purchaser freight prepaid and which upon inspection is determined by TRIMBLE to be defective in materials or workmanship. Trimble's repair or replacement of a defective Product as provided in this section is Buyer's exclusive remedy for a defective Product, and is made subject to the terms of this warranty.

6.2 **Warranty Exclusions:** The foregoing Product limited warranty shall only apply in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, main-tained, stored, and operated in accordance with Trim-ble's applicable documentation and specifications, and (b) the Product is not modified or misused. This Product limited warranty shall not apply to, and Trim-ble shall not be responsible for defects or perfor-mance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Product under any specifica-tion other than, or in addition to, Trimble's stan-dard specifications for its products; (iii) the unauthorized, installation, modification, repair or use of the Product; (iv) damage caused by: accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Product specifications); or exposure to environmental conditions for which the Product is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS"**.

NOTICE REGARDING PRODUCTS EQUIPPED WITH GPS AND WIRELESS TECHNOLOGY: Your use of certain Products is dependent on the availability and coverage of wireless networks, telecommunications networks, positioning systems and the Internet, which involve facilities that are owned and operated by third parties. Operation of the Products may depend on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, your equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond TRIMBLE's reasonable control. TRIMBLE will not be responsible for the unavailability, termination or performance degradation of or limits in wireless networks, wireless coverage, positioning systems, the Internet or any other third party systems or facilities.

6.3 **WARRANTY DISCLAIMER:** THE FOREGOING LIMITED WARRANTY TERMS STATE TRIMBLE'S ENTIRE LIABIL-ITY, AND YOUR EXCLUSIVE REMEDIES, RELATING TO PERFORMANCE OF TRIMBLE PRODUCTS. EXCEPT AS OTHER-WISE EXPRESSLY PROVIDED HEREIN, THE PRODUCT, ACCOMPANYING DOCU-MENTATION AND MATERIALS ARE PRO-VIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, BY EITHER TRIMBLE OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRI-BUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MER-CHANTABILITY AND FITNESS FOR A PAR-TICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TRIMBLE ARISING OUT OF, OR IN CONNECTION WITH, ANY PROD-UCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WAR-RANTY, SO THE ABOVE LIMITATION MAY NOT APPLY OR FULLY APPLY TO YOU. IN NO EVENT MAY BUYER, IF A RESELLER OF THE PRODUCT(S), MAKE OR PASS ON TO ITS OWN CUSTOMERS ANY WARRANTY OR PRESENTATION ON BEAHLF OF TRIMBLE OTHER THAN, OR INCONSISTENT WITH, THE APPLICABLE LIMITED WARRANTY PROVIDED TO BUYER.

PLEASE NOTE: THE ABOVE TRIMBLE LIMITED WARRANTY PROVISIONS WILL NOT APPLY TO PRODUCTS PUR-CHASED IN THOSE JURISDICTIONS IN WHICH PRODUCT WARRANTIES ARE THE RESPONSIBILITY OF THE LOCAL DISTRI-BUTOR FROM WHICH THE PRODUCTS ARE ACQUIRED. IN SUCH CASE, PLEASE CON-TACT YOUR TRIMBLE DEALER FOR APPLICABLE WARRANTY INFORMA-TION.

7. Warranty Repair Service:

7.1 **Warranty Repair Procedure:** TRIMBLE reserves the right to refuse warranty services if the date of purchase of the Product cannot be proven or if a claim is made outside the warranty period. Claims for shipment damage (evident or concealed) must be filed with the carrier by Buyer in accordance with Section 3.1 above. No product may be returned for repair, whether in warranty or out of warranty, without TRIMBLE's approval. No credit will be given nor repairs made to products returned without such approval. Products must be returned, transport prepaid, to the TRIMBLE facility (no C.O.D. or Collect Freight accepted) in accordance with TRIMBLE's product return procedures then in effect. The status of any product returned later than 10 days after approval by TRIMBLE will be subject to review.

7.2 **Warranty Determination of Returned Products:** Following TRIMBLE's or its authorized representative's examination, warranty or out-of-warranty status will be determined. If upon examination a warranted defect exists, then the Product(s) will be repaired at no charge and shipped, prepaid, back to Buyer. Where TRIMBLE elects to replace a Product or parts, repair parts and replacement Products will be provided on an exchange basis and will be either new, equivalent to new or reconditioned. All replaced parts and Products become the property of TRIMBLE. Warranty repairs do not extend the original warranty period.

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7.3 Non-Warranty Determination of Returned Products: Following TRIMBLE's examination, Buyer shall be notified of the repair cost of Products out-of-warranty. At such time Buyer must issue a valid purchase order to cover the cost of the repair and freight, or authorize the product(s) to be shipped back as is, at Buyer's expense.

7.4 Non-responsibility for Lost Data. TRIMBLE shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored or hosted by Trimble, provided to Trimble in connection with any service, or stored on any Product, including any Product serviced hereunder, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is your responsibility, to backup data and to remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Product to TRIMBLE. The Product will be returned to you configured as originally purchased, subject to availability of software.

8. LIMITATION OF LIABILITY: WITHOUT LIMITING THE FOREGOING, TRIMBLE'S ENTIRE LIABILITY TO BUYER UNDER OR FOR BREACH OF THESE TERMS SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY BUYER TO TRIMBLE UNDER THE CONTRACT. FURTHER, NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR OTHER DAMAGES, OR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWNTIME AND USER TIME OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE FOREGOING WARRANTY. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, OR MAY NOT FULLY APPLY.

9. Intellectual Property Ownership: As between TRIMBLE and Buyer, Buyer agrees that TRIMBLE owns all right, title and interest to all intellectual property and other proprietary rights to the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Products and any accompanying documentation or information derived from the foregoing. Buyer shall take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by relevant law, Buyer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products, or attempt to do so. Buyer is prohibited from, and shall prevent any third party from, removing, covering or altering any of TRIMBLE's patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or their packaging and related materials. TRIMBLE reserves all rights not specifically granted to Buyer hereunder.

10. GOVERNMENT END USERS-RESTRICTED RIGHTS: Use, duplication, or disclosure of products by the U.S. Government is subject to restrictions set forth in the applicable Trimble Navigation Limited license agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

11. Export procedures: Buyer is informed that sale and delivery of Products in an export situation may be subject to export regulations of the United States or other countries. Buyer warrants that it will not export or re-export directly or indirectly, any Product in violation of any law or regulation, (including, without limitation, any law or regulation of the United States Government or any agency), or to embargoed or otherwise restricted countries, or sell Products to companies listed on the denied persons list published by the United States Department of Commerce. Buyer further warrants that it will not export or re-export any Product with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently. It is Buyer's responsibility to know the law pertaining to export/import procedures in the country of destination of the Product. Buyer will defend, indemnify and hold TRIMBLE harmless against any liability (including attorneys' fees) arising out of Buyer's failure to comply with the terms of this paragraph.

12. Default: TRIMBLE reserves the right, by written notice of default, to cancel or indefinitely suspend an accepted Product order if: (i) Buyer defaults in the performance of its obligations hereunder, or otherwise breaches the contract, (ii) Buyer ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within 30 days, or assigns its assets for the benefit of creditors, or (iii) when obtaining third-party financing in connection with Buyer's Product purchase(s) fails to do so in a timely manner on terms satisfactory to TRIMBLE.

13. Applicable law - Settlement of Disputes:

If Buyer purchases the Products from Trimble Navigation Limited then these Terms will be governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. If Buyer purchases the Products from Trimble Europe BV then these Terms will be governed by and construed in accordance with the laws of the Netherlands, without reference to "conflicts of laws" provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last

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payment.

14. Severability: These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision shall not affect the validity of other provisions.

15. Force Majeure: Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due) to the extent caused by an event beyond such party's reasonable control, including, without limitation, government regulations or orders, state of emergency, acts of God, war, warlike hostilities, terrorism, riots, epidemics, fire, strikes, lockouts, or similar cause(s), provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

16. Privacy : Use of the Products shall be governed by applicable privacy policies published from time to time on Trimble websites and incorporated herein by this reference.

17. Notices: Any notice or other communication given by either party to the other regarding these Terms will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Buyer's notice address shall be its address appearing on the accepted purchase order. TRIMBLE's notice address shall be: Trimble Navigation Limited, Attn: General Counsel, 935 Stewart Drive, Sunnyvale, CA 94085, USA.

18. Waste Electrical & Electronic Equipment (WEEE): If the Products are furnished to Buyer as component products on an OEM basis, or for import, resale or distribution to third parties, then Buyer understands and agrees that Buyer qualifies as, and shall be deemed the "producer" of all such Products under any laws, regulations or other statutory scheme providing for the marking, collection, recycling, take-back, and/or disposal of electrical and electronic equipment (collectively, "WEEE Regulations") in any jurisdiction whatsoever, (such as for example national laws implementing EU Directive 2002/96/EC on waste electrical and electronic equipment, as amended), and shall be solely responsible for complying with all such applicable WEEE Regulations in connection with those Products and for all associated costs.