

Proposals Received November 3, 2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Anthony S. Cupo Agency 50 Mount Prospect Avenue - Suite 100 Clifton, New Jersey 07013 973-778-7770 joe.s@cupo.com		See Attached	<div><div>X</div><div>Ownership</div><div>X</div><div>EEO</div><div>X</div><div>Insurance</div><div>X</div><div>BRC</div></div>
Alamo Insurance Group, Inc. 55 Flanagan Way Secaucus, New Jersey 07094 877-552-5266 lalamo@alamoinsurance.net		See Attached	<div><div>X</div><div>Ownership</div><div>X</div><div>EEO</div><div>X</div><div>Insurance</div><div>X</div><div>BRC</div></div>
Brown & Brown Metro, LLC 56 Livingston Avenue Roseland, New Jersey 07068 973-549-1000 dcinelli@bbmetro.com		See Attached	<div><div>X</div><div>Ownership</div><div>X</div><div>EEO (Signed no cert)</div><div>X</div><div>Insurance</div><div>X</div><div>BRC</div></div>
			<div><div></div><div>Ownership</div><div></div><div>EEO</div><div></div><div>Insurance</div><div></div><div>BRC</div></div>
			<div><div></div><div>Ownership</div><div></div><div>EEO</div><div></div><div>Insurance</div><div></div><div>BRC</div></div>

PASSAIC VALLEY WATER COMMISSION

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY
UNSPECIFIABLE SERVICES)**

IDENTIFICATION PAGE

- A. Name of Firm⁽¹⁾ Anthony S. Cupo Agency
- B. Mailing Address of Firm: 50 Mt. Prospect Avenue, Suite 100,
Clifton, New Jersey 07013
- C. Firm's Primary Contact Person for this Project:
1. Name: Joseph P. Scibona
 2. Telephone Number: 973-778-7770
 3. Facsimile Number: 973-471-9630
 4. E-mail Address: joe.s@cupo.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: David Sgalia
 2. Telephone Number: 973-778-7770
 3. Facsimile Number: 973-471-9630
 4. E-mail Address: dave.s@cupo.com
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: N/A
 2. Address of Subcontractor's Firm: _____
 3. Subcontractor's Contact Person: _____
 4. Telephone Number : _____
 5. Facsimile Number: _____
 6. E-mail Address: _____
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.



October 24, 2016

Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

RE: **Insurance Agent Services for Property, Casualty, Automobile
and Excess Liability
Project No. 17-P-12**

Dear Commissioners,

I would like to thank you for the opportunity to submit our proposal to Passaic Valley Water Commission.

Anthony S. Cupo Agency requests a 3% commission for the Joint Insurance Fund (JIF) coverage.

Best regards,



Joseph Scibona
Vice President



50 MT. PROSPECT AVENUE • SUITE 100 • CLIFTON, NEW JERSEY 07013
(973) 778-7770 • Fax: (973) 471-9630 • www.cupo.com
INSURANCE • COMMERCIAL • PERSONAL • BONDS



PASSAIC VALLEY WATER COMMISSION

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY
UNSPECIFIABLE SERVICES)**

IDENTIFICATION PAGE

- A. Name of Firm⁽¹⁾ Alamo Insurance Group, Inc
- B. Mailing Address of Firm: 55 Planagan Way,
Secaucus, NJ 07094
- C. Firm's Primary Contact Person for this Project:
1. Name: Luis Alamo
 2. Telephone Number: 877-552-5266
 3. Facsimile Number: 844-336-9124
 4. E-mail Address: lalamo@alamoinsurance.net
- D. Firm's Alternate Contact Person for this Project:
1. Name: Katherine Young
 2. Telephone Number: 877-552-5266 EXT 115
 3. Facsimile Number: 844-336-9124
 4. E-mail Address: Kyoung@alamoinsurance.net
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: _____
 2. Address of Subcontractor's Firm: _____
 3. Subcontractor's Contact Person: _____
 4. Telephone Number : _____
 5. Facsimile Number: _____
 6. E-mail Address: _____
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

BROKER/CONSULTANT FEE
for
PASSAIC VALLEY WATER COMMISSION

<u>Description</u>	<u>Annual Insurance Broker/Consultant Fee*</u>
<p>Professional Insurance Broker/Consultant Fee.</p> <p>INSURANCE AGENT SERVICES FOR PROPERTY, CASUALTY, AUTOMOBILE, AND EXCESS LIABILITY</p>	<p>No Cost to the Company</p> <p>Alamo Insurance Group is compensated by the carrier(s) and/or fund under their standard compensation terms.</p> <p>Alamo Insurance Group will agree to work under the compensation terms and conditions determined by the Passaic Valley Water Commission to provide the greatest benefit to the Commission and its taxpayers.</p>

*Alamo Insurance Group, Inc. is looking forward to continuing a long term partnership with **PASSAIC VALLEY WATER COMMISSION**; we are flexible in our approach related to compensation and we're willing to further negotiate if necessary to accommodate the needs of the **PASSAIC VALLEY WATER COMMISSION** and its taxpayers.

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE

- A. Name of Firm⁽¹⁾ Brown & Brown Metro, LLC.
- B. Mailing Address of Firm: 56 Livingston Avenue
Roseland, NJ 07068
- C. Firm's Primary Contact Person for this Project:
1. Name: Dominick S. Cinelli
 2. Telephone Number: O: 973-549-1967 C: 732-539-2119
 3. Facsimile Number: 973-549-1000
 4. E-mail Address: dcinelli@bbmetro.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: Matthew Struck
 2. Telephone Number: 973-549-1893
 3. Facsimile Number: 973-549-1000
 4. E-mail Address: mstruck@bbmetro.com
- E. Contact Information for Firm's Proposed Subcontractor, if any: N/A
1. Name of Subcontractor's Firm: _____
 2. Address of Subcontractor's Firm: _____
 3. Subcontractor's Contact Person: _____
 4. Telephone Number : _____
 5. Facsimile Number: _____
 6. E-mail Address: _____
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

Brown & Brown Public Risk Advisors of NJ
56 Livingston Avenue
Roseland, NJ 07068
Tel: 973-549-1900
Fax: 973-549-1000
<http://www.bbpra.com>

FEE PROPOSAL

Brown & Brown Metro, LLC. proposed to provide the Risk Management Consulting services contained in this proposal for an annual fee of \$15,000 to be billed in two installments. If awarded both the Consulting and Insurance Brokerage contracts, Brown & Brown will accept the full JIF Commissions (6%) and drop the consulting fee.

Brown & Brown Public Risk Advisors of NJ
56 Livingston Avenue
Roseland, NJ 07068
Tel: 973-549-1900
Fax: 973-549-1000
<http://www.bbpra.com>

PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services
(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION **FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20____ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and _____ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at _____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 3, 2016, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc.,

which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

15. During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall

have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Administrative Secretary, or the Director of Engineering, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

PROFESSIONAL FIRM

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

WHEREAS, each of the four (4) responses received for the Project (including requested clarifications received from responders) has been evaluated by PVWC based on weighted criteria as set forth in

the request for responses for the Project, and a copy of PVWC's memorandum dated December 12, 2016 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, based on the said evaluation of each of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Bilow Garrett, Architects and Planners, PC of Ridgefield Park, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received November 10, 2016 (hereinafter the "Response"); and

WHEREAS, the Response of the Awardee will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the solicitation, and all of the responses to the Project, including that of the Awardee (as indicated on Exhibit C), are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit D;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$209,880.00, for services related to the Project; and
- 2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
- 3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President RIGO SANCHEZ	Secretary CHRYSTAL CLEAVES
---	---

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

PVWC MEMORANDUM DATED DECEMBER 12, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 12, 2016

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Request to Award Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park"

Summary

It is recommended that Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (the "Project") be awarded to Bilow Garrett, Architects and Planners, PC of Ridgfield Park, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$209,880.00.

Background

The requested professional architectural services are for design and services during the bidding and construction phases of the project to rehabilitate PVWC's Great Falls Pump Station and PVWC's adjacent building (both located in the Great Falls National Park) in accordance with appropriate historic architectural criteria.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on November 10, 2016 four (4) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above referenced not-to-exceed amount for required professional services was the least cost of the proposals received and appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

EVALUATION OF RESPONSES RECEIVED NOVEMBER 10, 2016

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Bilow Garrett ⁽²⁾⁽⁶⁾	\$209,880.00	990
Ives Architecture ⁽³⁾	\$216,310.00	840
Lorthrop ⁽⁴⁾	\$301,700.00	815
PS & S ⁽⁵⁾	\$235,790.00	795

Notes: (1) Using weighted evaluation criteria set forth in the RFP.

(2) Bilow Garrett, Architects and Planners, PC of Ridgfield Park, NJ.

(3) The Ives Architecture Studio of Fair Lawn, NJ.

(4) Lorthrop Associates, LLP of Red Bank, NJ.

(5) Paulus Sokolowski and Sartor, LLC of Warren, NJ.

(6) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION **FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Bilow Garrett, Architects and Planners, PC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 161 Main Street, Ridgefield Park, New Jersey 07660.

WHEREAS, PVWC desires professional architectural services as applicable, to assist PVWC in its efforts related to Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 10, 2016, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Attachment A to Exhibit B; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC

and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$209,880.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand- that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

15. During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**BILOW GARRETT, ARCHITECTS
AND PLANNERS, PC**

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

EXHIBIT C

(The Solicitation and Responses, including
that of the Awardee, are on file in the
Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract:

Professional Services for Project # 16-P-62 – Professional Services for Architectural Services for Rehab of Two PVWC Buildings in the Great Falls National Park. (**Bilow Garrett, Architects & Planners PC**).

Amount of Project or Contract not to exceed: **\$209,880**

1. Acct #: 001-0901-419.95-10 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: 12/12/2016

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', with a long horizontal flourish extending to the right.

Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

WHEREAS, each of the seven (7) responses received (including responses to clarifications to the required scope of work issued by PVWC on November 1, 2016) were evaluated by PVWC based on

weighted and normalized criteria as set forth in the request for responses, and a copy of PVWC's memorandum dated December 14, 2016 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, as can be seen from the above-referenced PVWC memorandum, the firm of Johnson, Mirmiran and Thompson, Inc. (the "Awardee") of Trenton, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received October 20, 2016 (including their subsequent responses to clarifications to the required scope of work issued by PVWC on November 1, 2016); hereinafter collectively the "Response"); and

WHEREAS, the Response of the Awardee will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, the solicitation, and all of the responses to the Project, including that of the Awardee (as indicated on Exhibit C) , are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit D;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$323,990.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

_____ President RIGO SANCHEZ	_____ Secretary CHRYSTAL CLEAVES
--	--

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

PVWC MEMORANDUM DATED DECEMBER 14, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 14, 2016

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Request to Award Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings"

Summary

It is recommended that Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (the "Project") be awarded to Johnson, Mirmiran and Thompson, Inc. of Trenton, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$323,990.00.

Background

The requested professional services include preparation of a feasibility study to identify potential alternative routes for two (2) PVWC water mains crossings of the Passaic River, as well as professional services for design and services during the bidding and construction phases of the project.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on October 20, 2016 seven (7) responses were received and, along with responses to clarifications to the required scope of work issued by PVWC on November 1, 2016 (collectively, the "Responses") were evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

EVALUATION OF RESPONSES RECEIVED

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Johnson Mirmiran & Thompson ⁽²⁾⁽⁹⁾	\$323,990.00	938
Mott MacDonald ⁽³⁾	\$321,600.00	918
Arcadis US ⁽⁴⁾	\$415,520.00	863
H2M Associates ⁽⁵⁾	\$263,660.00	817
CDM Smith ⁽⁶⁾	\$696,077.00	815
Remington & Vernick ⁽⁷⁾	\$367,820.00	790
CME Associates ⁽⁸⁾	\$533,950.00	723

- Notes: (1) Using weighted normalized evaluation criteria set forth in the RFP.
(2) Johnson Mirmiran & Thompson, Inc. of Trenton, NJ.
(3) Mott MacDonald of Iselin, NJ.
(4) Arcadis US, Inc. of Fair Lawn, NJ.
(5) H2M Associates, Inc. of Parsippany, NJ.
(6) CDM Smith, Inc. of Edison, NJ.
(7) Remington & Vernick Engineers of Secaucus, NJ.
(8) CME Associates of Parlin, NJ.
(9) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION **FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Johnson, Mirmiran and Thompson, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1200 Lenox Drive, Suite 101, Trenton, New Jersey 08648.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 20, 2016 (including response to clarifications to the required scope of work issued by PVWC on November 1, 2016), are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Attachment A to Exhibit B; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT

which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$323,990.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

15. During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**JOHNSON, MIRMIRAN
AND THOMPSON, INC.**

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

EXHIBIT C

(The Solicitation and Responses, including
that of the Awardee, are on file in the
Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract:

Professional Services for Project # 16-P-61 – Professional Services for Rehab of Two PVWC River Main Crossings. (**Johnson, Mirmiran & Thompson, Inc.**).

Amount of Project or Contract not to exceed: **\$323,990**

1. Acct #: 001-0901-419.95-14 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: 12/12/2016

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', written over a horizontal line.

Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, on August 9, 2016 seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators" and a tabulation of bids received is attached hereto and made a part hereof in Exhibit B referenced below; and

WHEREAS, prior to consideration for award, the second apparent low numerical bidder Tomar Construction, LLC ("Tomar"), in correspondence dated August 18, 2016 from Tesser and Cohen, Esq. (the law firm representing Tomar in this matter) asserted that, among other things, the bid submitted by the apparent low numerical bidder, Stone Hill Contracting Company, Inc. ("Stone Hill") is not the lowest responsible and responsive bidder because Stone Hill's bid contained numerous material defects, and further asserted that Tomar should be awarded the Contract as the lowest responsive bid on that basis; and

WHEREAS, PVWC's General Counsel therefore determined that a bid protest hearing should be conducted pursuant to the Local Public Contracts Law; and

WHEREAS, PVWC's notice of hearing letter dated August 30, 2016 was sent to all bidders, a hearing was conducted by PVWC on September 20, 2016 at the offices of PVWC as indicated in the Notice, and was attended by: appropriate PVWC personnel; representatives for Stone Hill and Tomar (the first and second apparent low numerical bidders, respectively; all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); CH2M Engineers,

the consultant retained by PVWC for design of the project; Associated Technology, Inc. ("ATI"), the consultant retained by PVWC to assist PVWC with specific electrical issues associated with this project; and three (3) other interested parties, namely Turtle and Hughes, Cooper Power systems, and Foley Caterpillar; and

WHEREAS, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC considered the rejection of all bids and to re-bid the contract in accordance with the Local public Contracts Law (N.J.S.A. 40A:11-1 et seq.); or, in the alternative, the rejection of one or more of the bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the contract to the lowest "responsible" bidder; and

WHEREAS, based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, PVWC's General Counsel has determined the lowest responsible, responsive bid submitted to be that of Stone Hill Contracting Company, Inc. of Doylestown, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$28,500,000.00 and PVWC's Executive Director, Director of Engineering, and Director of Purchasing have reviewed and concur with the General Counsel's recommendations in this regard, and copies of memorandum from PVWC's Director of Engineering and from PVWC's Director of Purchasing (both dated December 5, 2016) are attached hereto and made a part hereof as Exhibit A and B, respectively; and

WHEREAS, award of the Contract by PVWC is subject to subsequent approval by the New Jersey Department of Environmental Protection ("NJDEP"); and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto in above-referenced Exhibit B;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. That Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators" in the total amount of \$28,500,000.00 in connection with the above described goods and services, is hereby awarded to the Awardee, subject to subsequent approval by NJDEP.
- 2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-25 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	—	—	—	—
LEVINE, J.	—	—	—	—
CLEAVES, C.	—	—	—	—
KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	—	—	—	—
BLUMENTHAL, D.	—	—	—	—
SANCHEZ, R.	—	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

President RIGO SANCHEZ	Secretary CHRYSTAL CLEAVES
---	---

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED DECEMBER 5, 2016**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 5, 2016

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Contract 15-B-25 "Water Storage Improvements Phase 1 Standby
Emergency Generators"

On August 9, 2016 seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators", and a copy of a memorandum dated December 5, 2016 from the Director of Purchasing (with referenced tabulation of bids received) is attached hereto and made a part hereof as Exhibit B referenced below.

Prior to consideration for award, the second apparent low numerical bidder Tomar Construction, LLC ("Tomar"), in correspondence dated August 18, 2016 from Tesser and Cohen, Esq. (the law firm representing Tomar in this matter) asserted that, among other things, the bid submitted by the apparent low numerical bidder, Stone Hill Contracting Company, Inc. ("Stone Hill") is not the lowest responsible and responsive bidder because Stone Hill's bid contained numerous material defects, and further asserted that Tomar should be awarded the Contract as the lowest responsive bid on that basis.

PVWC's General Counsel therefore determined that a bid protest hearing should be conducted pursuant to the Local Public Contracts Law.

PVWC's notice of hearing letter dated August 30, 2016 was sent to all bidders, a hearing was conducted by PVWC on September 20, 2016 at the offices of PVWC as indicated in the Notice, and was attended by: appropriate PVWC personnel; representatives for Stone Hill and Tomar (the first and second apparent low numerical bidders, respectively; all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); CH2M Engineers, the consultant retained by PVWC for design of the project ("CH2M"); Associated Technology Inc. ("ATI"), the consultant retained by PVWC to assist PVWC with specific electrical issues associated with this project; and three (3) other interested parties, namely Turtle and Hughes, Cooper Power systems, and Foley Caterpillar.

In accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC considered the rejection of all bids and to re-bid the contract in accordance with the Local public Contracts Law (N.J.S.A. 40A:11-1 et seq.); or, in the alternative, the rejection of one or more of the bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the contract to the lowest "responsible" bidder.

Based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, PVWC's General Counsel has determined the lowest responsible, responsive bid submitted to be that of Stone Hill Contracting Company, Inc. of Doylestown, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$28,500,000.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing (as can be seen from this memorandum and Exhibit B attached hereto) concur with the General Counsel's recommendations in this regard.

Award of the Contract by PVWC is subject to approval by the New Jersey Department of Environmental Protection ("NJDEP").

PASSAIC VALLEY WATER COMMISSION

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED DECEMBER 5, 2016
PVWC'S FINANCIAL CERTIFICATION SHEET
AND REFERENCED ATTACHMENTS**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 5, 2016

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 15-B-25**
Water Storage Improvements Phase I
Standby Emergency Generators

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations. The Finance Department has certified the availability of funds (see attached).

Of the seven (7) bids received, the lowest responsive and responsible proposal was submitted by **Stonehill Contracting Company, Inc.**, of Doylestown, Pennsylvania, in the amount of **\$28,500,000.00**.

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **15-B-25 - Stonehill Contracting Company, Inc.**

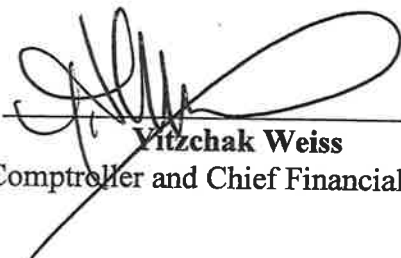
Amount of Project or Contract: \$ 28,500,000.00

1. Acct: # 001-0901-419-95-24 Capital / Reservoir Covers

Specific Appropriation to which expenditures will be charged: Capital Budget
2016/2017/2018

Other comments: Two (2) Year Contract Commencing: December 2016
Water Storage Improvements Phase I
Standby Emergency Generators

Date of Certification: 12/05/2016 Certified: \$ 28,500,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-25
 Water Storage Improvements Phase I
 Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
High Point Electric 719 Route 59 Wantage, New Jersey 07461 hpe.paik@gmail.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registr PVWC Consent Other Consent of Public Works Co
Ell Electrical Contractors 530 South Avenue Cranford, New Jersey 07016 sfischer@eielectric.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$31,590,967.00 s/b \$31,590,930.94	X Business Registr X PVWC Consent Other Consent of X Public Works Co
Montana Construction, Inc. 80 Contant Avenue Lodi, New Jersey 07644 vsantaite@montanaconstructioninc.co	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$33,296,400.00	X Business Registr X PVWC Consent Other Consent of X Public Works Co
Spectraserv, Inc. 75 Jacobus Avenue South Kearny, New Jersey 07032 stevek@spectraserv.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registr PVWC Consent Other Consent of Public Works Co
Schiavone Construction Company LLC 150 Meadowlands Parkway Secaucus, New Jersey 07094 delk@schiaivone.net	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 X	\$31,997,000.00	X Business Registr X PVWC Consent Other Consent of X Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Stonehill Contracting Company, Inc. 252 Swamp Road - Suite 19 Doylestown, Pennsylvania 18901 estimating@stonehillcontracting.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$28,500,000.00	<input checked="" type="checkbox"/> Business Registr <input checked="" type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input checked="" type="checkbox"/> Public Works Co
E-J Electric Installation Company 46-41 Vernon Boulevard Long Island City, New York 11101 lorfiz@ej1899.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$37,263,684.00 s/b \$37,263,506.40	<input checked="" type="checkbox"/> Business Registr <input checked="" type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input checked="" type="checkbox"/> Public Works Co
Kraft Power Company 241 West Parkway Pompton Plains, New Jersey 07444 mbishop@kraftpower.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Hutton Construction, LLC 41 Village Park Road Cedar Grove, New Jersey 07009 hutton1.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Star Lo Electric, Inc. 32 South Jefferson Road Whippany, New Jersey 07981 l.baram@star-lo.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co

Contract # 15-B-25
 Water Storage Improvements Phase I
 Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
Manor II Electric, Inc. 3 Ardsley Court Holmdel, New Jersey 07733 manorii@optimum.net	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond		Business Registr PVWC Consent Other Consent of Public Works Co
	\$	Not to Exceed			
Allied Construction Group, Inc. 499 Washington Road Parlin, New Jersey 08859 mmarcinczyk@alliedconstructgroup.c	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond		Business Registr PVWC Consent Other Consent of Public Works Co
	\$	Not to Exceed			
Sal Electric Company, Inc. 83 Fleet Street Jersey City, New Jersey 07306 philip@salelectric.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond		Business Registr PVWC Consent Other Consent of Public Works Co
	\$	Not to Exceed			
Atlantic Power Systems 33 Gregg Street Lodi, New Jersey 07644 t.gangi@ssss.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond		Business Registr PVWC Consent Other Consent of Public Works Co
	\$	Not to Exceed			
Travis, Inc. 11 Merry Lane East Hanover, New Jersey 07936 adigiovanni@travisinc.net	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond		Business Registr PVWC Consent Other Consent of Public Works Co
	\$	Not to Exceed			

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Anselmi & De Cicco, Inc. 1977 Springfield Avenue Maplewood, New Jersey 07040 ckhurdan@anselmi.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$29,493,600.00	<input checked="" type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input checked="" type="checkbox"/> Other Consent of <input checked="" type="checkbox"/> Public Works Co
Spark Electric 7 Commerce Street - Suite 4 Somerville, New Jersey 08876 rspark1234@aol.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Valiant Power Group, Inc. 1 Commerce Street Branchburg, New Jersey 08876 deagan@valiantpowergroup.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Turtlew & Hughes, Inc. 1900 Lower Road Linden, New Jersey 07036 ellie@turtle.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
PFK III 17 Blacksmith Road Newtown, Pennsylvania 18940 rmk@pkfm.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Tomar Construction, LLC 18 Connerly Court East Brunswick, New Jersey 08816 bob@tomarconstruction.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>10% Bid Bond</div><div>Not to Exceed</div><div>\$20,000.00</div></div>	\$29,293,600.00	<div>X Business Reg Ct</div> <div>X PVWC Con Sur</div> <div>X Public Works Re</div>
	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div><div>\$</div></div>		
	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div><div>\$</div></div>		
	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div><div>\$</div></div>		
	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div><div>\$</div></div>		

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT PURCHASE FOR FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT**

DATE OF ADOPTION:

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Four (4) replacement vehicles for PVWC's Distribution Department were previously procured by PVWC under the appropriate New Jersey State Contract but were found, upon PVWC's pre-acceptance inspection of same at the dealership's facility, to be too small in height for PVWC's intended use; and

WHEREAS, the dealership subsequently agreed to cancel the current order for four (4) vehicles at no penalty to PVWC, thereby enabling PVWC to procure alternate vehicles with the correct height requirements from the same vendor and under the same State Contract; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure four (4) Year 2017 Ford Transit 350 Wagon XL High Roof Vans (State Contract #T2006 15 x 23267 A88231) from Beyer Ford (the "Awardee") of Morristown, New Jersey in the total amount of \$125,768.00 (4 x \$31,442.00 each); and

WHEREAS, a copy of a memorandum dated December 7, 2016 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced vehicles under the referenced State Contract is hereby awarded to the Awardee in the total amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as also set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT PURCHASE FOR FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED DECEMBER 7, 2016
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 7, 2016

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **State Contract Purchase**
T2006 15-x-23267 A88231

This purchase will be for the Distribution Department replacing the following vehicles:

78 1998 Ford Van – 146,963 miles
45 1998 Ford Van – 135,839 miles
43 1997 Ford Van – 115,838 miles
38 2004 Ford Van – 146,006 miles

The State Contract purchase will be from **Beyer Ford**, of Morristown, New Jersey for four (4) 2017 Ford Transit 350 Wagon XL High Roof Vans @ \$31,442.00 each – total \$125,768.00 Funds for this purchase have been budgeted under our 2016 Capital Expenditures. The Finance Department has “Certified the Availability of Funds” (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey
A. Bisesi
J. Cascone

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **State Contract Purchase T2006 15-x-23627 A88231**

Beyer Ford

Amount of Project or Contract: \$ 125,768.00

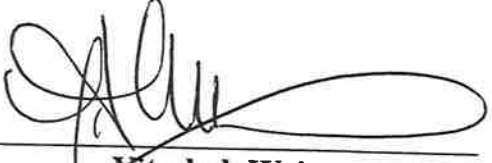
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

Specific Appropriation to which expenditures will be charged: Capital Budget 2016

Other comments: Single Purchase: December 2016

Four (4) 2017 Ford Transit Vans - \$31,442 each – Total \$125,768.00

Date of Certification: 12/07/2016 Certified: \$ 125,768.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER BROS CORP	40801
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER BROS CORP	89258
T2760 11-x-21682	OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (T-2760)	BEYER BROS CORP	79161
T2809 12-x-22251	DUMP TRUCK, 68,000 LB. GVWR CAB/CHASSIS W/12 CU.YD. CONVEYOR BODY & ACCESSORIES	BEYER BROS CORP	83470
T2776 15-x-23642	POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	BEYER FORD LLC	88730
T0106 12-x-21817	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	BEYER FORD LLC	81346
T2006 15-x-23627	VEHICLES, PASSENGER VANS, 8/12/15- PASSENGER	BEYER FORD LLC	88231
T2007 13-x-22721	VEHICLES, SPORT UTILITY (SUV)	BEYER FORD LLC	83013
T2100 15-x-23639	VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	BEYER FORD LLC	88727
T2102 15-x-23641	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	BEYER FORD LLC	88214
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER FORD LLC	89263
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER FORD LLC	40813

TOP



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7/28/2016

NOTE: OUT-OF-DATE ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMERS ARE ADVISED TO PLACE ORDERS AS SOON AS POSSIBLE BUT NO LATER THAN ONE WEEK PRIOR TO CUTOFF DATE.

New Jersey Procurement Bureau
Page 1 of 3

Beckering, Linda

From: Bisesi, Andy
Sent: Thursday, August 04, 2016 1:18 PM
To: Beckering, Linda
Subject: RE: Van

VANS	MILES	YEAR	MAKE
# 78	146,963	1998	Ford van
# 45	135,839	1998	Ford van
# 43	115,838	1997	Ford van
# 38	146,006	2004	Ford van

All four are in bad shape and need to be replace

Andy Bisesi
General Supervisor of Water
abisesi@pvwc.com
O: 973-340-4361
C: 201-697-8662
F: 973-340-4337



From: Beckering, Linda
Sent: Thursday, August 04, 2016 12:44 PM
To: Bisesi, Andy
Subject: RE: Van

Who did you say you were going to ask to do this for you?

Linda Beckering
Purchasing Agent
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(T) 973-340-4315
(F) 973-340-5584
lbeckering@pvwc.com

From: Bisesi, Andy
Sent: Thursday, August 04, 2016 10:24 AM
To: Beckering, Linda
Subject: RE: Van

Sure will do



BEYER FORD

Quote

170 Ridgedale Ave.
Morristown, NJ 07960

To: Passaic Valley Water Comm. From: Coert Seely
Phone/Fax: (973) 463-3065 / (973) 884-2650

Vehicle	Beyer Fleet
Pick Up	31 Williams Parkway
Location	East Hanover, NJ 07936

2017 FORD TRANSIT
STATE OF NEW JERSEY
CONTRACT #A88231

Mechanical

Engine: 3.7L Ti-VCT V6 (FFV) (STD)
(STD)
4.10 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
70-Amp/Hr Maintenance-Free Battery
HD 250 Amp Alternator
2810# Maximum Payload
GVWR: 9,000 lbs
HD Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS

Exterior

Wheels: 16" Steel w/Black Hubcaps
Tires: 235/65R16 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper
Black Rear Step Bumper
Black Bodyside Cladding and Black Wheel Well Trim
Trim
Black Door Handles
Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Inc. w/Power Door Locks
Aero-Composite Halogen Headlamps

Entertainment

Radio w/Clock
Radio: AM/FM Stereo w/6-Speakers -
Fixed Antenna

Interior

Dual Bucket Seats -inc: 10-way power driver seat
Vinyl Front Seats w/Vinyl Back Material
Removable Bench Front Facing Vinyl Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges: Speedometer, Odometer, Eng. Coolant Temp, Tach.
Fixed Rear Windows and Manual Vented 3rd Row Windows
15 Person Seating Capacity
Removable Bench Vinyl 3rd Row Seat Front
Removable Bench Front Facing 4th Row Seat Number
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter
Manual Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
3 12V DC Power Outlets
Full Overhead Console w/Storage and 3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Cargo Space Lights
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Manual Adjustable Front & Rear Head Restraints
Driver & Front Passenger Side Airbags
Curtain Airbag

Safety-mechanical (ESC)

ABS And Driveline Traction Control

Safety-exterior

Side Impact Beams

Safety-interior

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts

Base Price \$ 29,230.00

12/7/2016

Options

Option to Cargo Van (130" WB Low Roof)	\$	(1,500.00)
Tow Pkg. w/Hitch	\$	485.00
Windows All Around	\$	450.00
Front/Rear Vinyl Floor Covering	\$	245.00
10% Factory MSRP Discount	\$	32.00
Undercoating	\$	490.00
(4) Corner LEDs	\$	695.00
Strobe	\$	750.00

Option Total \$ 2,212.00

Budget Total \$ 31,442.00

Date: 12/7/2016

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS
PARTS/SUPPLIES**

DATE OF ADOPTION:

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, PVWC requires the annual purchase of various parts and supplies for the various instruments for PVWC's laboratory on an as-needed basis; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said parts and supplies for the various instruments for PVWC's laboratory in the total amount of up to \$119,722.00 from Hach Company of Loveland Colorado (the "Awardee") under State Contract #T0983 13-x-23020 A85091 (herein the "State Contract"), and a copy of a memorandum dated December 9, 2016 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of up to \$119,722.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS
PARTS/SUPPLIES**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED DECEMBER 9, 2016
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 9, 2016

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **State Contract Purchase – Contract # T0983 13-x-23020 – A85091**
Environmental Testing Instruments Parts/Supplies

This is for the annual purchase of parts and supplies for the various instruments at PVWC's laboratory (see attached quotes and back up information).

The State Contract purchases will be on an as need basis from **Hach Company.**, of Loveland, Colorado, in the amount not to exceed \$119,722.00. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **State Contract Purchase – T0983 13-x-23020**
A85091
Hach Company

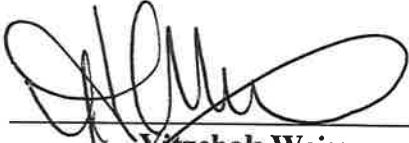
Amount of Project or Contract: \$ 119,722.00

1. Acct: # 001-3507-425-60-13 Supplies / Lab Instrument Parts/Supplies

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Single Purchase: Contract Commencing: December 2016
Environmental Testing Instruments Parts/Supplies

Date of Certification: 12/12/2016 Certified: \$ 119,722.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Beckering, Linda

From: Pranitis, David
Sent: Wednesday, December 07; 2016 4:58 PM
To: Beckering, Linda
Subject: FW: 2017 Hach Blanket Purchase Orders
Attachments: DOC057.pdf

Hello, Linda, attached is supporting documentation for our 2017 blanket PO requests for Hach equipment. These are critical items for water quality monitoring and are single-sourced from Hach. Please let me know if you have questions about this information. Thank you for your help,

David Pranitis
PVWC Laboratory Manager

From: Mahoney, Suzanne
Sent: Tuesday, December 06, 2016 1:18 PM
To: Pranitis, David
Subject: 2017 Hach Blanket Purchase Orders

Dave

Attached is a file containing the 2017 Hach blanket purchase order information for 2017. Please review and forward to Linda Beckering for board approval so that we have these set up for 2017.

Thanks

Sue

Suzanne Mahoney
Instrument Chemist
Passaic Valley Water Commission
800 Union Boulevard
Totowa, New Jersey 07512
O: 973-237-2053
F: 973-237-2060
24/7: 973-340-4300
www.pvwc.com

Date: December 7 , 2016

To: Linda Beckering

From: Sue Mahoney

Re: 2017 Request for Hach Blanket Purchase Orders

As per your request, the following packet contains material to support the requests for 2017 Annual Hach-GLI Blanket Purchase Orders that have been made by the Laboratory. We use several types of Hach-GLI Instruments at the LFWTP for various purposes and, since they are the sole source manufacturer and distributor, we can only procure supplies from Hach.

In all cases, the quantities used to calculate the final amounts are based on the worst case scenario to ensure that, even in a catastrophic failure, we will be able to quickly and easily replace/repair instrumentation so that there is not disruptions to water quality monitoring for both process control and regulatory requirements. It should be noted that many of the electronic instruments were furnished with the LFWTP Upgrade more than 10 years ago and the realistic life expectancy has to be taken into account when trying to forecast replacement and repair needs.

Attached, please find the following documents for review.

- 2017 Hach-GLI Annual Blanket Purchase order Summary Table which includes a summary of all blanket purchase order requests for Hach-GLI for 2017.
- "The Sole Authorized Manufacturer and Direct Distributor Letter' provided by the Hach Company.
- 2017 Hach Pocket Chlorine Colorimeter information and quote
- 2017 Hach Online Water Quality Instruments information and quote
- 2017 Hach AccuVac Dissolved Ozone Ampule information and quote

- **2017 Hach Laboratory Reagent and Supplies information and quote**
- **Hach CI17 Online Chlorine Residual Analyzer Supplies quote #**

2017 Hach-GLI Annual Blanket Purchase Order Summary Table

Requisition #	2017 Est. Amount	Purpose	Account	Commodity
30038	27500	Water Quality Instruments: pH and Turbidity	00135074256013	493-096
30037	17000	AccuVac Dissolved Ozone Ampoules	00135074256013	175-074
30040	27500	Lab Reagents & Supplies	00135024256013	493-096
30039	28000	CI17 Chlorine Analyzer Spares/Consumables	00135074256013	490-015
30098	19722	Pocket Colorimeters	00135024257050	490-015

Est. Total: \$119,722.00

The Sole Authorized Manufacturer and Direct Distributor Letter

11/21/2016

Customer Name: Passaic Valley Water Commission

Customer Address: 800 Union Boulevard

Customer City, State, Zip: Totowa, New Jersey 07512

Customer Account Number: 008106

Item(s):	Description(s):
<p>RE: SOLE SOURCE LETTER – Hach Brand Instruments Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:</p> <p>Other Hach Brands Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, ORBISPHERE, POLYMETRON, Sigma ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLI, HIAC, Homeland Security Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPHERE, OTT, Hydrometry, POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs, Hach WIMS™</p> <p>Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer and distributor for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company</p>	

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you



Be Right.™

2017 Hach Blanket Purchase Order: Hach Chlorine Pocket Colorimeter: Spares, spare parts & consumables

Requisition # 30098

Account Code: 00135024257050

Commodity Code: 490-015

Hach Quote Number : 100211751v1

2017 Estimated Amount: \$ 19722

Laboratory Purpose

- The Hach Chlorine Pocket Colorimeter is a hand held meter used to measure chlorine residual in the field. It is used by several departments in PVWC as follows:
 - The laboratory measures the chlorine residual at various stages of the treatment process, the finished water reservoirs, and the distribution system. Several of these measurements are required for regulatory purposes and are reported to the regulatory agency.
 - It is also used by the laboratory to verify the performance of the Online chlorine monitors in accordance with EPA Method 334.0
 - The operations department uses these meters for compliance and process control measurements at the LFWTP, Chemical Feed station and finished water reservoirs.
 - It is used by Engineering to verify chlorine residual when repairing water mains and installing new water mains.
 - These meters are also used by some of our clients for a monthly fee.
- The chemistry used to measure chlorine residual by these meters require the use of specific reagents and standards that need to be replenished on a regular basis which are included in this purchase order.
- PVWC currently has 24 of these meters and, in order to keep certification, the laboratory is required to perform calibration and verification of the meters at certain frequencies. The reagents and standards required for this are part of this purchase order.



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Quote Number: 100211751v1

Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 12/01/16

Quote Expiration: 01/30/17

PASSAIC VALLEY WATER COMM
ACCTS PAYABLE
PO BOX 230
CLIFTON, NJ 07011

Name: Charlie Poyssick
Phone: 973-340-4300
Email: cpoyssick@PVWC.com

Customer Account Number : 008106
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Shane Reed Email: sreed@hach.com Phone: 800-227-4224

Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
NJ STATE CONTRACT # A85091 (PRICING FOR 2017)					
1	2105569	DPD Free Chlorine 10mL, pk/100 Powder Pillows *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	20.73	20.73
2	2105669	DPD Total Chlorine, 10mL pk/100 Powder Pillows *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	20.73	20.73
3	2105528	DPD Free Chlorine 10mL, pk/1000 Powder Pillows	1	176.40	176.40
4	2105628	DPD Total Chlorine, 10mL pk/1000 Powder Pillows	1	176.40	176.40
5	2106069	Phosver 3 pwr plws 10ml pk/100	1	34.00	34.00
6	2427606	Sample Cell 25x60mm 10mL pk/6, w/cap used with Pocket Colorimeter	1	30.17	30.17
7	2635300	Spec Color Standard, Low Range Chlorine - DPD	1	165.62	165.62
8	5870000	Pocket Clmtr II Chlorine EPA Approved CE approved *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	423.36	423.36
9	5870006	POCKET CLRMTR II PHOSPHATE SYSTEM	1	462.56	462.56
				Grand Total \$	1,509.97

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

2017 Hach Blanket Purchase Order: Hach Water Quality Instrumentation: pH and Turbidity spares, spare parts & consumables

Requisition # 30038

Account Code: 00135074256013

Commodity Code: 493-096

Hach Quote Number: 100207644v1

2017 estimated: \$ 27,500

Laboratory Purpose

- The Hach Solitax Turbidity Analyzers are used to continuously monitor the turbidity at the clarification step of the purification process.
- The GLI pH Analyzers are used to continuously monitor the pH in the clarification process.
- The Hach 1720E Turbidity Analyzers are used to continuously monitor the turbidity at the following locations:
 - The Individual Filter Effluents at the LFWTP: **24 Analyzers
 - The Combined Filter Effluent at the LFWTP: **3 Analyzers
 - The NJDWS: 1 Analyzers
 - Great Notch, New Street and Levine Reservoir effluents
 - Highcrest Pump Station (est 2017 start up)
 - Botany Pump Station (est 2017 start up)

****It is a regulatory requirement that PVWC continuously monitor the turbidity at these locations-if the instrument is out of service than the Operators must perform grab sample every 4 hours until the instrument is back in service ****

- Hach Surface Scatter 6 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
 - Plant Intake: 1 instrument
 - Ozonated Water Conduit: 1 instrument
 - Residuals
- Hach Surface Scatter 7 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
 - Raw Water Pumps: 1 Instrument
- The 2017 usage is expected to increase due the anticipated installation of additional turbidity analyzers included with the SCADA Upgrade Project Contract 12-B-12



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Quotation

Quote Number: 100207652v2

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/01/17

Quote Expiration: 12/31/17

PASSAIC VALLEY WATER COMM
ACCTS PAYABLE
PO BOX 230
CLIFTON, NJ 07011

RFQ - Hach 2017 Lab Supply Reagent RFP
CONTRACT PRICING THRU DEC 31, 2017

Name: Sue Mahoney
Phone: -
Email: smahoney@pwwc.com

Customer Account Number : 008106
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Shane Reed Email: sreedy@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LZV510	QUARTZ POUR THRU CELL 450uL 1CM SQR 450mL for DR5000	4	682.00	2%	668.36	2,673.44
2	LZV877	SIP 10 PUMP TUBING, LAGOPRENE	1	35.05	2%	34.35	34.35
3	4822800	Sample Cells, 1-cm quartz, matched pair with caps	20	268.00	2%	262.64	5,252.80
4	A23801	DR5000 SIPPER TUBING PUMP (4X)	4	92.19	2%	90.35	361.40
5	A23800	TUBING INLET & WASTE	2	179.00	2%	175.42	350.84
6	LZV780	SIPPER TUBING, DR5000, STANDARD	3	219.00	2%	214.62	643.86
7	A23765	DUST FILTER PAD	1	4.29	2%	4.20	4.20
8	1970010	TenSette Pipet, 1.0-10.0 ml dispensing range. Complete with instructions and 50 disposable pipeting tips.	4	292.00	2%	286.16	1,144.64
9	1970001	TenSette Pipet, 0.1-1.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	20	292.00	2%	286.16	5,723.20
10	2199796	Pipet Tips, for TenSette Pipet 19700-10, 1.0-10.0 mL, pk/50	2	12.35	2%	12.10	24.20
11	4708900	Lamp Replacement Assembly for 2100AN or 2100N Laboratory Turbidimeter	12	127.00	2%	124.46	1,493.52
12	2084900	Sample cell, 25x95 mm, used with Model 2100N, 2100AN and Lab Ratio Turbidimeters, 6/pk	20	56.29	2%	55.16	1,103.20
13	2662105	StablCal Standards Calibration Kit, for 2100N and 2100N IS Laboratory Turbidimeters (Includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU)	6	221.00	2%	216.58	1,299.48
14	2589000	Gelex Secondary Standards Kit, for 2100N Laboratory Turbidimeter (Includes 1 sealed vial each, Stray Light Standard, 0-2 NTU, 0-20 NTU, 0-200 NTU, 200-4000 NTU)	4	257.00	2%	251.86	1,007.44
15	2805342	STABLCAL CERT STD 0.060NTU 100ML	50	50.15	2%	49.15	2,457.50
16	42449	Buffer Solution, Hardness 500 mL, (pH10.1)	4	27.09	2%	26.55	106.20
17	28101H	Calver 2 Calcium Indicator, 454 g, (for calcium determination using EDTA titration)	4	48.65	2%	47.68	190.72
18	42549	ManVer Hardness Indicator, 500mL, APHA, Hardness Method	4	31.99	2%	31.35	125.40
19	LZV584	ADAPTER F/1" ROUND CUvetTES, DR2800	12	27.45	2%	26.90	322.80

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
20	2708000	SpecCheck Standard, Ozone, Mid-Range, 0-0.75 mg/L	2	172.00	2%	168.56	337.12
21	A24209	QUARTZ POUR THRU CELL 1CM SQR Use for DR5000	2	693.00	2%	679.14	1,358.28
						Grand Total	\$ 26,014.59

TERMS OF SALE

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Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination. If applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to Invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Shane Reed
Title: Regional Sales Manager
Phone: 800-227-4224
Email: sreed@hach.com

Prepared By:

Name: Rachel Le Blanc
Title: Field Sales Support Specialist II
Phone: 800-227-4224 X 6274
Email: rleblan@hach.com



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Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<i>Provides post-sale instrumentation and application support</i> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<i>Instrument Protection and Service</i> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$178.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-statement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See §22 for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines, labor strikes or lockouts; riots; strife, insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay if the force majeure circumstances extend for six months. Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, special, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

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2017 Hach Blanket Purchase Order: AccuVac Ampules

Requisition # 30037

Account Code: 00135024256013

Commodity Code: 175-074

2016 Estimated Amount: \$ 17,000

Hach Quote Number: 100207660v1

Laboratory Purpose

- The Hach AccuVac Ampules are used to measure the dissolved ozone residual in the disinfection step of the LFWTP purification process
- LFWTP has 16 dissolved ozone online analyzers installed at the LFWTP.
- These ampules provide a quick and convenient way for the Plant Operators to measure the dissolved ozone residual to determine correct ozone dosage and verify online instrument performance 24 hours a day / 7 days a week.
- In the event of online instrument or SCADA Communication failure, these ampules are the only means the Operators have to determine the ozone residual during off-hours when the Laboratory is not staffed.
- This purchase order reflects the estimated usage in the event of a failure.



Be Right™

Quotation

Quote Number: 100207660v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/01/17

Quote Expiration: 12/31/17

PASSAIC VALLEY WATER COMM
ACCTS PAYABLE
PO BOX 230
CLIFTON, NJ 07011

RFQ - Hach 2017 AccuVac RFP
CONTRACT PRICING THRU DEC 31, 2017

Name: Sue Mahoney
Phone: -
Email: smahoney@pvwc.com

Customer Account Number : 008106
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Shane Reed Email: sreedy@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	2517025	Ozone Reagent, 0-0.75 mg/L, AccuVac Ampuls, pk/25	300	34.55	2%	33.86	10,158.00
2	2518025	Ozone Reagent, 0-1.5 mg/L, AccuVac Ampuls, pk/25	300	34.55	2%	33.86	10,158.00
Grand Total							\$ 20,316.00

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Shane Reed
Title: Regional Sales Manager
Phone: 800-227-4224
Email: sreed@hach.com

Prepared By:

Name: Rachel Le Blanc
Title: Field Sales Support Specialist II
Phone: 800-227-4224 X 6274
Email: rleblan@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii. Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS. These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION. Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY. Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See §22 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strike; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A., if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22 WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-863-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *

2017 Hach Blanket Purchase Order: Hach Laboratory Reagents & Supplies

Requisition # 30040

Account # 00135024256013

Commodity Code: 175-054

Hach Quote Number: 100207652v2

2017 estimated: \$ 27,500

Laboratory Purpose

The laboratory and operations department use various Hach equipment and reagents to monitor water quality. This purchase order is set up so the laboratory can quickly and easily order the proprietary Hach supplies and reagents required to perform and or support various analyses, some of which include:

- DR5000 Spectrophotometer spare parts, standards: Currently being used by Operations to analyze UV-254 for the purpose of quality control and can be used as a back-up for Laboratory use
- DR6000 Spectrophotometer spare parts, standards: Currently being used in the Laboratory to analyze the following certified parameters:
 - UV-254
 - Dissolved Ozone
- DR2800 Spectrophotometer spare parts, standards: Currently being used by Operations to measure the dissolved ozone residual using Hach AccuVac Ampules.
- DR2100 Turbidimeter: 2 instruments
 - One instrument is used in the laboratory to measure the certified turbidity of various samples in the watershed, all stages of the treatment process, the finished water reservoirs, the remote pumping facilities and the distribution system. This instrument is critical in verifying the performance of the online continuously monitoring turbidity analyzers.
 - The second instrument is used by operations to measure the turbidity at various treatment process stages as well as the daily individual and combined effluent turbidity which is a regulatory requirement.
- Reagents and standards included in this purchase order are used to calibrate and verify the performance of the instrumentation.
- The estimated 2017 usage is based on the worst case scenario so that in the event of multiple failures, repairs can be made and supplies can be ordered so as not to interrupt the continuous operation of the laboratory and operations.



Quotation

Quote Number: 100207652v2

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/01/17

Quote Expiration: 12/31/17

PASSAIC VALLEY WATER COMM
ACCTS PAYABLE
PO BOX 230
CLIFTON, NJ 07011

RFQ - Hach 2017 Lab Supply Reagent RFP
CONTRACT PRICING THRU DEC 31, 2017

Name: Sue Mahoney
Phone: -
Email: smahoney@pvwc.com

Customer Account Number : 008106
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Shane Reed Email: sreed@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LZV510	QUARTZ POUR THRU CELL 450uL 1CM SQR 450mL for DR5000	4	682.00	2%	668.36	2,673.44
2	LZV877	SIP 10 PUMP TUBING, LAGOPRENE	1	35.05	2%	34.35	34.35
3	4822800	Sample Cells, 1-cm quartz, matched pair with caps	20	268.00	2%	262.64	5,252.80
4	A23801	DR5000 SIPPER TUBING PUMP (4X)	4	92.19	2%	90.35	361.40
5	A23800	TUBING INLET & WASTE	2	179.00	2%	175.42	350.84
6	LZV780	SIPPER TUBING, DR5000, STANDARD	3	219.00	2%	214.62	643.86
7	A23766	DUST FILTER PAD	1	4.29	2%	4.20	4.20
8	1970010	TenSette Pipet, 1.0-10.0 ml dispensing range. Complete with instructions and 50 disposable pipeting tips.	4	292.00	2%	286.16	1,144.64
9	1970001	TenSette Pipet, 0.1-1.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	20	292.00	2%	286.16	5,723.20
10	2199796	Pipet Tips, for TenSette Pipet 19700-10, 1.0-10.0 mL, pk/50	2	12.35	2%	12.10	24.20
11	4708900	Lamp Replacement Assembly for 2100AN or 2100N Laboratory Turbidimeter	12	127.00	2%	124.46	1,493.52
12	2084900	Sample cell, 25x95 mm, used with Model 2100N, 2100AN and Lab Ratio Turbidimeters, 6/pk	20	56.29	2%	55.16	1,103.20
13	2662105	StablCal Standards Calibration Kit, for 2100N and 2100N IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU)	6	221.00	2%	216.58	1,299.48
14	2589000	Gelex Secondary Standards Kit, for 2100N Laboratory Turbidimeter (includes 1 sealed vial each, Stray Light Standard, 0-2 NTU, 0-20 NTU, 0-200 NTU, 200-4000 NTU)	4	257.00	2%	251.86	1,007.44
15	2805342	STABLCAL CERT STD 0.060NTU 100ML	50	50.15	2%	49.15	2,457.50
16	42449	Buffer Solution, Hardness 500 mL (pH10.1)	4	27.09	2%	26.55	106.20
17	28101H	Calver 2 Calcium Indicator, 454 g, (for calcium determination using EDTA titration)	4	48.65	2%	47.68	190.72
18	42549	ManVer Hardness Indicator, 500mL, APHA, Hardness Method	4	31.99	2%	31.35	125.40
19	LZV584	ADAPTER F/ 1" ROUND CUUVETTES, DR2800	12	27.45	2%	26.90	322.80

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
20	2708000	SpecCheck Standard, Ozone, Mid-Range, 0-0.75 mg/L	2	172.00	2%	168.56	337.12
21	A24209	QUARTZ POUR THRU CELL 1CM SQR Use for DR5000	2	693.00	2%	679.14	1,358.28
Grand Total							S 26,014.59

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Shane Reed
Title: Regional Sales Manager
Phone: 800-227-4224
Email: sreed@hach.com

Prepared By:

Name: Rachel Le Blanc
Title: Field Sales Support Specialist II
Phone: 800-227-4224 X 6274
Email: rleblan@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3}						Pricing Effective 10/3/2016	Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)		Handling Fee Effective 10/3/2016
\$0.00 - \$49.99	\$11.99	\$28.99	\$54.99	\$44.95	\$85.45		\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19		\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06		\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73		\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00		\$9.50
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04		\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31		\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85		\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02		\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10		\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value		\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See §22 for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION, PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22 WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *

2017 Hach Blanket Purchase Order: Hach CL17 Chlorine Analyzers: Spare Parts & Consumables

Requisition # 30039

Account Code: 00135074256013

Commodity Code: 490-015

2017 Estimated Amount: \$ 28,000

Hach Quote Number: 100207655v1

Laboratory Purpose

- The Hach CL17 Analyzers are used to continuously measure the chlorine residual at the following locations:
 - NJDWS: 1 analyzer
 - LFWTP: Filter Influent – 1 analyzer
 - Combined Filter Effluent: 2 analyzers **Regulatory Requirement
 - Great Notch, New Street and Levine reservoir effluents: 3 analyzers
 - Highcrest Lake Pump Station: 2 analyzers
 - Botany Pump Station: 1 analyzer (est 2017 start-up)
 - Burhans Pump Station: 2 analyzers (est 2017 start up)
 - Nozenso Well System: 1 analyzer ** Regulatory Requirement

It is a regulatory requirement that PVWC continuously monitor the chlorine residual at these locations-if the instrument is out of service, the Operators must perform grab sample every 4 hours until the instrument is back in service
- During routine operations, the 3 reagents that are used by this instrument to perform the actual chlorine residual DPD Analysis must be replaced at each location every month.
- In addition to the routine consumable usage, the estimated expenses are based on a 'worst case scenario' that would allow seamless operation of these critical analyzers even in the event of multiple system failure by allowing quick and easy access to spare instruments and parts.
- The 2017 usage is expected to increase due the anticipated installation of additional analyzers included with the SCADA Upgrade Project Contract 12-B-12



Be Right™

Quote Number: 100207655v1

Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 01/01/17

Quote Expiration: 12/31/17

PASSAIC VALLEY WATER COMM
ACCTS PAYABLE
PO BOX 230
CLIFTON, NJ 07011

RFQ - RFP Hach CL17-2
CONTRACT PRICING THRU DEC 31, 2017

Name: Sue Mahoney
Phone: -
Email: smahoney@pww.com

Customer Account Number : 008106
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Shane Reed Email: sreedy@hach.com Phone: 800-227-4224

Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	6865600	STIR BAR, MICRO 4.93MM SPHERICAL	25	10.19	2%	9.99	249.75
2	5440001	CL17 Free Chlorine Process Analyzer, 0-5 mg/L, (Includes one month reagent supply, installation kit, maintenance kit, sample conditioning kit, and manual)	3	3,390.00	2%	3,322.20	9,966.60
3	5418800	KIT, INSTALLATION, CL17, W/PRESS REG'S	2	486.00	2%	476.28	952.56
4	2314011	Chlorine (Free) Indicator, 473mL (used with CL17)	120	20.09	2%	19.69	2,362.80
5	5410100	Screw 6-32X .750KNRL SST THMB	10	10.89	2%	10.67	106.70
6	6868500	SI PLUG, CL17 COLORIMETER	10	7.69	2%	7.54	75.40
7	2297255	DPD Compound, Free & Total 24g	120	20.09	2%	19.69	2,362.80
8	2314111	Chlorine (free) Buffer, 473mL used with CL17	120	18.75	2%	18.37	2,204.40
9	203832	Sulfuric acid, 19.2n 100ml mdb	20	22.79	2%	22.33	446.60
10	2556900	aa Free Chlorine Reagent Set, DPD (Includes Indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	20	52.19	2%	51.15	1,023.00
11	6867000	COLORIMETER ASSY, 510NM, CL17	6	455.00	2%	445.90	2,675.40
12	5411800	PRESSURE PLATE UL94HB FLAME RATED	6	26.35	2%	25.82	154.92
13	5444301	KIT, CL17 PRE-ASSY MAINT, POST 3/00	12	223.00	2%	218.54	2,622.48
14	2263411	Chlorine Total, Indicator Sol. 473mL for CL17 Analyzer	20	20.09	2%	19.69	393.80
15	2263511	Chlorine Total Buffer Solution 473mL	20	20.09	2%	19.69	393.80
16	4735800	REGULATOR, NON-RELIEVING, PRESET	1	166.00	2%	162.68	162.68
17	4735100	Regulator, non-relieving	1	183.00	2%	179.34	179.34
						Grand Total S	26,333.03

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Shane Reed
Title: Regional Sales Manager
Phone: 800-227-4224
Email: sreed@hach.com

Prepared By:

Name: Rachel Le Blanc
Title: Field Sales Support Specialist II
Phone: 800-227-4224 X 6274
Email: rleblan@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.85	\$85.45	\$7.88
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$138.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-installment fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- 3. DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees, special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- 6. PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See §22 for further wire transfer requirements.

- 7. LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

- 8. INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties") Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

- 9. PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

- 10. TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., EU and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strike; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay if the force majeure circumstances extend for six months. Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22. WIRE TRANSFERS Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *

NEW BUSINESS

Passaic Valley Water Commission
Office of the Comptroller/CFO
Summary of Disbursements
For the Meeting of December 21, 2016

<u>Account Name</u>	<u>Bank #</u>	<u>Total</u>
Operating Fund	00	2,834,590.38
Payroll Tax Acct	02	1,623,680.01
Cashier Acct	03	23,756.53
Self Insurance Acct	04	-
Zero Balance Acct	55	4,357,360.85
Cigna Acct	09	-
Cigna Acct	13	-
Net Payroll		653,031.32
11/30/2016 monthly total		-

Total Disbursements:

9,619,228.18

* SEE ATTACHMENTS

It is hereby certified that the above disbursements are in line with established regulations and that there are appropriation balances to cover these payments.

The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held December 21, 2016


Comptroller/CFO

Treasurer

Adm. Secretary

Passaic Valley Water Commission
Office of the Comptroller/CFO
Detail of Disbursements
For the Meeting of December 21, 2016

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
208298	ALL SERVICE INC	11/4/2016	2,387.00	00
208299	CYBRA CORPORATION	11/4/2016	11,910.30	00
208300	ELITE TRANSCRIPTS COMPANY	11/4/2016	111.54	00
208301	IDEXX LABORATORIES, INC.	11/4/2016	6,973.00	00
208302	LABWORKS, LLC	11/4/2016	18,354.00	00
208303	NEAL SYSTEMS INC	11/4/2016	2,400.00	00
208304	REIVAX CONTRACTING CORPORATION	11/4/2016	-	00
208305	REIVAX CONTRACTING CORPORATION	11/4/2016	53,250.00	00
208306	VALLEY TECH, INC.	11/4/2016	16,399.92	00
208307	CITY OF PATERSON	11/7/2016	71.00	00
208308	BORO OF BLOOMINGDALE	11/7/2016	250.04	00
208309	BORO OF KINNELON COLL OF TXS	11/7/2016	9.16	00
208310	BORO OF POMPTON LAKES TX COLL	11/7/2016	172.00	00
208311	BORO OF RIVERDALE COLL OF TXS	11/7/2016	765.36	00
208312	BOROUGH OF TOTOWA	11/7/2016	9,036.73	00
208313	BOROUGH OF WOODLAND PARK	11/7/2016	10,364.31	00
208314	CITY OF CLIFTON	11/7/2016	24,794.39	00
208315	CITY OF PATERSON COLL OF TXS	11/7/2016	10,170.34	00
208316	TOWNSHIP OF LITTLE FALLS	11/7/2016	2,406.84	00
208317	TOWNSHIP OF WEST MILFORD	11/7/2016	1,275.00	00
208318	TWP OF NUTLEY COLL OF TXS	11/7/2016	8,512.92	00
208319	TWP OF WAYNE TAX COLLECTOR	11/7/2016	32,842.12	00
208320	TWP OF BLOOMFIELD COLL TXS	11/8/2016	136.32	00
208321	JEFF BAIG	11/8/2016	265.98	00
208322	LISA BRESEMANN	11/8/2016	102.08	00
208323	CITY OF CLIFTON	11/8/2016	539.00	00
208324	WENDY SIMONE	11/8/2016	99.00	00
208325	SURVEY SUPPLY INC	11/8/2016	1,811.40	00

208326 AWWA	11/9/2016	443.00	00
208327 BERGEN COUNTY ROAD DEPARTMENT	11/9/2016	1,050.00	00
208328 BORO OF BUTLER WATER DEPT.	11/9/2016	27,195.00	00
208329 BORO OF TOTOWA TAX COLLECTOR	11/9/2016	40,736.25	00
208330 CENTER FOR GOVERNMENT SERVICES	11/9/2016	246.00	00
208331 CONSTELLATION NEW ENERGY, INC.	11/9/2016	-	00
208332 CONSTELLATION NEW ENERGY, INC.	11/9/2016	-	00
208333 CONSTELLATION NEW ENERGY, INC.	11/9/2016	-	00
208334 J FLETCHER CREAMER & SONS INC	11/9/2016	96,731.41	00
208335 NJ DEPT OF LABOR	11/9/2016	160.14	00
208336 NJSCPA EDUCATION FOUNDATION	11/9/2016	299.00	00
208337 PSE&G	11/9/2016	47.50	00
208338 ROCKLAND ELECTRIC CO	11/9/2016	511.83	00
208339 SUNGARD PUBLIC SECTOR USERS' G	11/9/2016	195.00	00
208340 UNITED PARCEL SERVICE	11/9/2016	553.41	00
208341 VERIZON	11/9/2016	447.02	00
208342 VERIZON CABS	11/9/2016	1,663.89	00
208343 VERIZON WIRELESS	11/9/2016	13,358.03	00
208344 XEROX CORPORATION	11/9/2016	3,418.14	00
208345 ANNA LUCIANIN PETTY CASH CTD	11/9/2016	881.99	00
208346 JEFF BAIG	11/9/2016	255.00	00
208347 LISA BRESEMAN	11/9/2016	157.63	00
208348 FREDIE FRAZIER	11/9/2016	153.00	00
208349 CHRISTIAN LUCIANO	11/9/2016	153.00	00
208350 JOSE RIVERA JR	11/9/2016	255.00	00
208351 U.S. TANK PAINTING, INC.	11/15/2016	124,313.00	00
208352 LIJOIS APPLIANCE CENTER	11/17/2016	1,054.00	00
208353 BELL STATE BANK & TRUST	11/18/2016	118.00	00
208354 DELTA DENTAL PLAN OF NJ, INC	11/18/2016	10,786.65	00
208355 IMMEDICENTER	11/18/2016	486.50	00
208356 DAVID MELNICK	11/18/2016	100.00	00
208357 TREASURER, STATE OF NEW JERSEY	11/18/2016	7,050.00	00
208358 RENAISSANCE AUTO WORKS, INC.	11/18/2016	3,807.98	00
208359 AIRGAS USA, LLC	11/23/2016	7,638.79	00
208360 ANALYTICAL SERVICES, INC.	11/23/2016	465.00	00

208361 LINDA BECKERING	11/23/2016	962.56	00
208362 BOROUGH OF LODI	11/23/2016	2,145.00	00
208363 BOROUGH OF PROSPECT PARK	11/23/2016	1,650.00	00
208364 BRICK TOWNSHIP MUNICIPAL AUTH	11/23/2016	7,092.00	00
208365 BROADVIEW NETWORKS	11/23/2016	2,057.82	00
208366 CHRYSTAL CLEAVES	11/23/2016	417.60	00
208367 CITY OF CLIFTON	11/23/2016	1,039.50	00
208368 CONSTELLATION NEW ENERGY, INC.	11/23/2016	11,943.92	00
208369 DAVE HEINER ASSOCIATES INC	11/23/2016	377.88	00
208370 DIRECT ENERGY MARKETING, INC.	11/23/2016	-	00
208371 DIRECT ENERGY MARKETING, INC.	11/23/2016	6,451.28	00
208372 FREDIE FRAZIER	11/23/2016	1,178.00	00
208373 IMMEDICENTER	11/23/2016	-	00
208374 IMMEDICENTER	11/23/2016	2,380.00	00
208375 JCP&L	11/23/2016	3,750.22	00
208376 JEWEL ELECTRIC SUPPLY COMPANY	11/23/2016	2,096.53	00
208377 KEMIRA WATER SOLUTIONS, INC.	11/23/2016	-	00
208378 KEMIRA WATER SOLUTIONS, INC.	11/23/2016	63,445.20	00
208379 LINCOLN FINANCIAL GROUP	11/23/2016	411.84	00
208380 MONTANA CONSTRUCTION CORPORATI	11/23/2016	178,144.47	00
208381 MONTCLAIR WATER BUREAU	11/23/2016	1,337.00	00
208382 JHONATAN MORAGA	11/23/2016	109.00	00
208383 NATIONAL VISION ADMINISTRATORS	11/23/2016	2,714.40	00
208384 NEOPOST USA INC	11/23/2016	773.90	00
208385 NUICLE	11/23/2016	144.00	00
208386 NORTH ARLINGTON	11/23/2016	977.50	00
208387 OPTIMUM	11/23/2016	219.48	00
208388 PASSAIC COUNTY ROAD DEPARTMENT	11/23/2016	6,150.00	00
208389 POLYDYNE, INC.	11/23/2016	8,970.00	00
208390 POLYDYNE, INC.	11/23/2016	8,098.20	00
208391 POSTMASTER NIAGARA FALLS	11/23/2016	30,000.00	00
208392 MARISAH L. POTKALESKY	11/23/2016	1,008.27	00
208393 PSE&G	11/23/2016	-	00
208394 PSE&G	11/23/2016	-	00
208395 PSE&G	11/23/2016	-	00

208396 PSE&G	11/23/2016	22,632.48	00
208397 UNIVAR USA INC	11/23/2016	-	00
208398 UNIVAR USA INC	11/23/2016	-	00
208399 UNIVAR USA INC	11/23/2016	-	00
208400 UNIVAR USA INC	11/23/2016	183,420.17	00
208401 USALCO, LLC	11/23/2016	4,358.72	00
208402 VERIZON	11/23/2016	22,536.11	00
208403 VERIZON BUSINESS	11/23/2016	3,633.11	00
208404 W W GRAINGER INC	11/23/2016	1,218.88	00
208405 WATER WORKS SUPPLY COMPANY	11/23/2016	6,312.48	00
208406 TIMOTHY WATKINS	11/23/2016	125.00	00
208407 YITZCHAK WEISS	11/23/2016	1,769.63	00
208408 AETNA	12/2/2016	33,679.09	00
208409 AURORA AUDIO, LLC	12/2/2016	219.00	00
208410 AWWA	12/2/2016	209.00	00
208411 GE INFRASTRUCTURE SENSING	12/2/2016	1,207.00	00
208412 DALIA GHOBRIAL	12/2/2016	130.85	00
208413 IMMEDICENTER	12/2/2016	-	00
208414 IMMEDICENTER	12/2/2016	2,098.00	00
208415 JOHNSON & JOHNSON, ESQS	12/2/2016	1,159.00	00
208416 KEMIRA WATER SOLUTIONS, INC.	12/2/2016	45,864.00	00
208417 MILLENNIUM COMMUNICATIONS GROU	12/2/2016	24,849.50	00
208418 NJ STATE SAFETY COUNCIL	12/2/2016	35.00	00
208419 MICHAEL J. O'BRIEN	12/2/2016	50.00	00
208420 PAYCHEX	12/2/2016	121.25	00
208421 PAYLOCITY	12/2/2016	-	00
208422 MARISAH L. POTKALESKY	12/2/2016	119.88	00
208423 RACHLES MICHELES MOTOR OIL CO	12/2/2016	5,614.79	00
208424 SHANNON CHEMICAL CORPORATION	12/2/2016	27,568.92	00
208425 TREASURER, STATE OF NEW JERSEY	12/2/2016	50.00	00
208426 UNIVAR USA INC	12/2/2016	-	00
208427 UNIVAR USA INC	12/2/2016	93,850.15	00
208428 USALCO, LLC	12/2/2016	8,935.27	00
208429 BERGEN COUNTY SHERIFFS OFFICE	12/6/2016	812.50	00
208430 GLI INTERNATIONAL - HACH COMPA	12/6/2016	2,247.48	00

208431 MAYER ROSENBERG	12/6/2016	99.00	00
208432 SUPERIOR SERVICES, LLC	12/6/2016	7,875.00	00
208433 U.S. TANK PAINTING, INC.	12/6/2016	4,500.00	00
208434 CONSTELLATION NEW ENERGY, INC.	12/6/2016	325,030.13	00
208435 CONSTELLATION NEW ENERGY, INC.	12/6/2016	-	00
208436 CONSTELLATION NEW ENERGY, INC.	12/6/2016	678,575.86	00
208437 STAMP FULFILLMENT SERVICES	12/6/2016	1,614.35	00
208438 BORO OF TOTOWA TAX COLLECTOR	12/7/2016	303.16	00
208439 ECONOMY PAPER & REST. SUPPLY	12/8/2016	450.00	00
208440 IMMEDICENTER	12/8/2016	254.00	00
208441 JAMES CALDWELL HIGH SCHOOL	12/8/2016	481.00	00
208442 LILIA NEGRETE PETTY CASH CUSTO	12/8/2016	1,406.60	00
208443 AIRGAS USA, LLC	12/8/2016	5,515.32	00
208444 BOROUGH OF RIVERDALE	12/8/2016	1,012.50	00
208445 CITY OF CLIFTON	12/8/2016	346.50	00
208446 CITY OF PASSAIC	12/8/2016	3,050.00	00
208447 CITY OF PATERSON	12/8/2016	34,247.50	00
208448 CONSTELLATION NEW ENERGY, INC.	12/8/2016	-	00
208449 CONSTELLATION NEW ENERGY, INC.	12/8/2016	306,188.20	00
208450 EAGER BEAVER TRAILERS	12/8/2016	35.00	00
208451 EG SYSTEMS, INC.	12/8/2016	119.00	00
208452 LOUIS R SLABY ENGINEERING	12/8/2016	3,420.00	00
208453 NJICLE	12/8/2016	210.00	00
208454 PASSAIC CTY OFF-DUTY SHERIFFS	12/8/2016	1,275.00	00
208455 PAYCHEX	12/8/2016	121.25	00
208456 PSE&G	12/8/2016	32,992.20	00
208457 RACHLES MICHELES MOTOR OIL CO	12/8/2016	1,545.75	00
208458 ROCKLAND ELECTRIC CO	12/8/2016	1,212.80	00
208459 RUTGERS UNIVERSITY	12/8/2016	2,235.00	00
208460 UNITED PARCEL SERVICE	12/8/2016	1,154.51	00
208461 UNIVAR USA INC	12/8/2016	13,526.58	00
208462 VERIZON	12/8/2016	3,116.54	00
208463 VERIZON CABS	12/8/2016	1,663.89	00
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56585 PAYLOCITY	11/3/2016	421.10	02
56593 PAYLOCITY	11/17/2016	1,484.54	02
56594 PAYLOCITY	11/18/2016	69.68	02
56595 PERS OF NEW JERSEY-CI	12/6/2016	109,130.83	02
56601 PAYLOCITY	12/1/2016	425.92	02
204161 COLONIAL SUPPLEMENTAL INSURANC	11/18/2016	46.36	02
204162 CWA LOCAL 1032	11/18/2016	7,678.45	02
204163 CWA LOCAL 1032	11/18/2016	1,380.49	02
204164 RELIASTAR BANKERS SEC.LIFE INS	11/18/2016	123.82	02
204165 AFLAC	12/6/2016	5,851.74	02
204166 PRUDENTIAL RETIREMENT	12/6/2016	196.16	02
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		<u>126,809.09</u>	
800351 THOMAS FIRINCILI	11/3/2016	1,573.50	03
800352 FLORA CAIRNS	11/4/2016	191.17	03
800353 CLASSIC BUSINESS SERV. LLC	11/17/2016	103.73	03
800354 ELITE TITLE GROUP	11/17/2016	68.42	03
800355 ESTATE OF DREW DUBIS	11/17/2016	131.00	03
800356 EVIDENT TITLE AGENCY INC	11/17/2016	102.14	03
800357 FINISHMASTER, INC.	11/17/2016	337.10	03
800358 JOHN TERRY	11/17/2016	200.70	03
800359 JUSTINA MEJIA	11/17/2016	108.35	03
800360 MATHEW DE MARIA ESQ	11/17/2016	44.51	03
800361 MATTHEW PAZ	11/17/2016	9.04	03
800362 RUBENSTEIN, MEYERSON, FOX ESQ	11/17/2016	496.85	03
800363 RUSSO & RUSSO P.C.	11/17/2016	99.50	03
800364 SAMMARRO & ZALARICK P.A.	11/17/2016	132.56	03
800365 SICILIAN BUILDERS	11/17/2016	35.77	03
800366 SIGNATURE CLOSING SERV.	11/17/2016	63.68	03
800367 WELLS FARGO	11/17/2016	204.60	03
800368 WELLS FARGO HOME MORTGAGE	11/17/2016	123.62	03
800369 DARLENE TENN	12/2/2016	119.32	03
800370 KEITH BRONKOWSKI	12/2/2016	7,710.00	03

800371 NANCY MONACO	12/2/2016	442.19	03
800372 NEW JERSEY COMM DEV. CORP.	12/2/2016	6,450.00	03
800373 OCWEN LOAN SERVICING LLC	12/2/2016	2,246.73	03
800374 POWER KIRN LLC	12/2/2016	381.19	03
800375 TOM CONNER	12/2/2016	276.41	03
800376 WEICHERT REALTORS	12/2/2016	1,924.42	03
800377 75 NORTH 7TH PROPERTY LLC.	12/2/2016	180.03	03
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		<u>23,756.53</u>	
		-	04
		-	04
		-	
56586 CITY OF PASSAIC - SEWER DIVISI	11/4/2016	353,974.57	55
56587 BOROUGH OF ELMWOOD PARK	11/4/2016	399,253.15	55
56588 CITY OF GARFIELD	11/4/2016	298,702.02	55
56589 LODI WATER DEPT	11/4/2016	171,053.14	55
56590 NJDWSC	11/15/2016	804,807.83	55
56591 VALIC C/O CHASE BANK	11/17/2016	6,889.33	55
56592 MASS MUTUAL FINANCIAL GROUP	11/17/2016	1,456.80	55
56596 AETNA	11/23/2016	691,319.56	55
56597 BOROUGH OF ELMWOOD PARK	12/7/2016	568,003.86	55
56598 CITY OF GARFIELD	12/7/2016	220,058.85	55
56599 LODI WATER DEPT	12/7/2016	116,360.46	55
56600 CITY OF PASSAIC - SEWER DIVISI	12/7/2016	725,481.28	55
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CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
143529	831	00	A W CHESTERTON CO	12/21/2016	435.42		.00
143530	4272	00	A.P. CERTIFIED TESTING, LLC	12/21/2016	1,895.50		.00
143531	1417	00	ABLE PAINT AND HARDWARE	12/21/2016	32.42		.00
143532	4288	00	ACCREDITED LOCK SUPPLY COMPANY	12/21/2016	591.54		.00
143533	4579	00	ACCURATE WASTE REMOVAL SVCS, INC.	12/21/2016	85,800.00		.00
143534	3881	00	HONEYWELL INTERNATIONAL- ADI	12/21/2016	663.92		.00
143535	17	00	ADVANCE FIRE PROOF DOOR SVC	12/21/2016	1,212.15		.00
143536	4588	00	ADVANCED UTILITY SYSTEMS	12/21/2016	102,865.83		.00
143537	2025	00	ADVANTECH CORPORATION	12/21/2016	11,537.60		.00
143538	221	00	AGILENT TECHNOLOGIES	12/21/2016	608.00		.00
143539	4	00	AGL WELDING SUPPLY CO INC	12/21/2016	1,306.56		.00
143540	4574	00	AJM NINO CORP	12/21/2016	2,916.00		.00
143541	4243	00	ALL JERSEY GARAGE DOOR, INC	12/21/2016	580.00		.00
143542	25	00	ALL SERVICE INC	12/21/2016	131.66		.00
143543	2860	00	AMERICAN HOSE & HYDRAULIC CO.	12/21/2016	1,747.79		.00
143544	3720	00	ANALYTICAL SERVICES, INC.	12/21/2016	115.00		.00
143545	4130	00	ANCHOR SALES ASSOCIATES, INC.	12/21/2016	576.03		.00
143546	4390	00	ANSERVE, INC.	12/21/2016	674.25		.00
143547	3219	00	AQUA PRO TECH LABORATORIES	12/21/2016	600.00		.00
143548	4840	00	ARCADIS U.S., INC.	12/21/2016	5,884.50		.00
143549	3498	00	ARCY MANUFACTURING COMPANY	12/21/2016	10,767.28		.00
143550	4306	00	ASSOCIATED TECHNOLOGIES, INC.	12/21/2016	13,297.50		.00
143551	52	00	ATHENIA MASON SUPPLY COMPANY	12/21/2016	492.86		.00
143552	5	00	AWMA	12/21/2016	464.00		.00
143553	4809	00	B & B ORGANIC WASTE RECYCLING	12/21/2016	950.00		.00
143554	3692	00	BARILLO LANDSCAPING	12/21/2016	5,900.00		.00
143555	4705	00	BELLA CLEANING & CATRING, LLC	12/21/2016	2,390.00		.00
143556	70	00	BEYER BROTHERS	12/21/2016	77.50		.00
143557	4688	00	BOTTOMLINE TECHNOLOGIES	12/21/2016	3,794.40		.00
143558	4455	00	BRAEN STONE INDUSTRIES	12/21/2016	13,719.96		.00
143559	4497	00	BUGLIONE, HUTTON & DE YOE, LLC	12/21/2016	5,016.00		.00
143560	3570	00	CAMP AUTO & TRUCK TOWING & RECOVERY	12/21/2016	325.00		.00
143561	4558	00	CANON USA, INC.	12/21/2016	80.46		.00
143562	4251	00	CARTRIDGE WORLD	12/21/2016	1,287.40		.00
143563	2844	00	CENTRAL JERSEY OFFICE EQUIP.	12/21/2016	836.75		.00
143564	1226	00	CHAS CONNOLLY DIST	12/21/2016	465.51		.00
143565	4715	00	SCHUMACHER CHEVROLET	12/21/2016	156.10		.00
143566	1587	00	CH2M HILL	12/21/2016	63,222.54		.00
143567	4790	00	CINTAS FIRST AID & SAFETY	12/21/2016	2,960.05		.00
143568	3833	00	CITY OF CLIFTON	12/21/2016	82,500.00		.00
143569	3841	00	CITY OF PASSAIC	12/21/2016	34,500.00		.00
143570	4858	00	CITY OF PATERSON	12/21/2016	75,000.00		.00
143571	3541	00	CLIFFSIDE BODY CORP	12/21/2016	304.54		.00
143572	4619	00	COMPRESI DISTRIBUTORS LLC	12/21/2016	3,879.91		.00
143573	4778	00	CYBRA CORPORATION	12/21/2016	3,217.93		.00
143574	4542	00	DE COTIIS, FITZPATRICK & COLE, LLP	12/21/2016	3,410.05		.00
143575	4194	00	DELSARDO & MONTANARI, LLC	12/21/2016	638.00		.00
143576	4630	00	DIRECT ENERGY MARKETING, INC.	12/21/2016	24.25		.00
143577	4448	00	DLB ASSOCIATES	12/21/2016	30,332.83		.00
143578	4596	00	DOCUMENT SOLUTIONS LLC	12/21/2016	240.42		.00
143579	4218	00	FRANK M. DONATO	12/21/2016	735.00		.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ RETAINAGE	TAKEN
143580	2931	00	LYNANN DRAGONE	12/21/2016	514.00	.00	
143581	689	00	DUJETS-TREE EXPERTS	12/21/2016	1,500.00	.00	
143582	4818	00	DUNBAR ARMORED, INC.	12/21/2016	1,235.51	.00	
143583	1652	00	DWYER CONNELL & LISBONA	12/21/2016	3,467.30	.00	
143584	835	00	ECONOMY PAPER & REST. SUPPLY	12/21/2016	1,022.93	.00	
143585	4816	00	EDDIE'S AUTO & TRUCK REPAIR, INC	12/21/2016	1,284.44	.00	
143586	4598	00	EFFECTIVE AIR BALANCE, INC.	12/21/2016	6,700.00	.00	
143587	4385	00	ELECTRONIC OFFICE SYSTEMS	12/21/2016	484.58	.00	
143588	3086	00	ELEVATOR MAINTENANCE CORPORATION	12/21/2016	877.50	.00	
143589	4645	00	ELITE IRRIGATION & DRAINAGE, INC	12/21/2016	150.00	.00	
143590	153	00	ELIOTT GLASS COMPANY INC	12/21/2016	1,425.00	.00	
143591	3548	00	ENVIRONMENTAL ENGINEERING & TECH.	12/21/2016	3,416.00	.00	
143592	3818	00	ENVIRONMENTAL ENGINEERING & TECH.	12/21/2016	6,998.23	.00	
143593	1929	00	EUROFINS EATON ANALYTICAL, INC.	12/21/2016	2,500.00	.00	
143594	4583	00	F. ANTONUCCI & SONS, INC.	12/21/2016	1,300.00	.00	
143595	168	00	FELDMAN BROTHERS SUPPLY CO	12/21/2016	2,286.11	.00	
143596	169	00	FETTE FORD INC	12/21/2016	574.36	.00	
143597	3824	00	FIN-TEK CORPORATION	12/21/2016	6,586.00	.00	
143598	3407	00	FIRST BYTE CORPORATION	12/21/2016	6,350.00	.00	
143599	3367	00	FISHER SCIENTIFIC, LLC	12/21/2016	816.00	.00	
143600	4679	00	FRANKLIN SERVICE, LLC	12/21/2016	33,035.63	.00	
143601	1489	00	FRENCH & PARELLO ASSOCIATES, P.A.	12/21/2016	7,842.00	.00	
143602	3552	00	GAETA RECYCLING COMPANY	12/21/2016	681.28	.00	
143603	3296	00	GAMS AUTO SERVICE, INC	12/21/2016	324.90	.00	
143604	4134	00	GEORGE T. BISEL COMPANY, INC.	12/21/2016	181.92	.00	
143605	4046	00	GRAPHIC CONTROLS LLC	12/21/2016	429.51	.00	
143606	206	00	GROFF TRACTOR NEW JERSEY, LLC	12/21/2016	6,637.02	.00	
143607	4849	00	HALEDON AUTO PARTS INC	12/21/2016	158.00	.00	
143608	4739	00	HARPER CONTROL SOLUTIONS, INC.	12/21/2016	2,159.97	.00	
143609	2360	00	HARVEST LANDSCAPING & LAWN MAINT.	12/21/2016	4,666.00	.00	
143610	211	00	HAWTHORNE INDUSTRIAL RADIATOR	12/21/2016	262.50	.00	
143611	214	00	HDR ENGINEERING, INC.	12/21/2016	124.00	.00	
143612	4672	00	HIGH ENERGY ELECTRICAL TESTING, INC	12/21/2016	36,501.96	.00	
143614	1174	00	HILTI INC	12/21/2016	5,045.00	.00	
143615	4627	00	HOWARD J. WOODS, JR. & ASSOCIATES	12/21/2016	452.50	.00	
143616	4241	00	HUDSON TIRE EXCHANGE, INC.	12/21/2016	3,570.00	.00	
143617	222	00	IDEXX LABORATORIES, INC.	12/21/2016	2,106.66	.00	
143618	3222	00	IKEN MEDIA, LLC	12/21/2016	6,973.00	.00	
143619	4845	00	INTEGRATED MICRO SYSTEMS, INC.	12/21/2016	1,894.00	.00	
143620	2539	00	INTERSTATE BATTERIES	12/21/2016	8,253.00	.00	
143621	4166	00	J FLETCHER CREAMER & SONS INC	12/21/2016	827.05	.00	
143622	4398	00	J R HAFTEK COMPANY, INC.	12/21/2016	318,391.72	.00	
143623	4780	00	JESCO INC	12/21/2016	76,210.50	.00	
143624	2672	00	JEWEL ELECTRIC SUPPLY COMPANY	12/21/2016	39.93	.00	
143625	210	00	JGSC GROUP, LLC	12/21/2016	73.43	.00	
143626	1566	00	JOHN A EARL, INC	12/21/2016	15,114.85	.00	
143627	4726	00	JOHNSON & JOHNSON, ESQS	12/21/2016	158.78	.00	
143628	149	00			380.00	.00	
143629	149	00				.00	
143630	4068	00				.00	

PREPARED 12/13/2016, 11:33:20
PROGRAM: GM348U
PASSAIC VALLEY WATER COMMISSION
BANK 00 North Fork A/P CURRENT FUND

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 3
DISBURSEMENT PERIOD 12/2016

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
143631	370	00	JOSEPH G POLLARD COMPANY	12/21/2016	338.84		.00
143632	3525	00	GCF CT, INC.	12/21/2016	599.72		.00
143633	4351	00	KEER ELECTRICAL SUPPLY COMPANY	12/21/2016	1,091.92		.00
143634	2262	00	KONICA MINOLTA BUSINESS SOLUTIONS	12/21/2016	93.60		.00
143635	1159	00	KUIKEN BROTHERS COMPANY, INC.	12/21/2016	1,064.00		.00
143636	4728	00	LAW OFFICES OF MATTHEW T. PRIORE	12/21/2016	861.00		.00
143637	274	00	LAWSON PRODUCTS INC	12/21/2016	2,298.99		.00
143638	2840	00	LOCKWOOD'S ELECTRIC MOTOR SER.	12/21/2016	1,625.00		.00
143639	2659	00	LOUIS R SLABY ENGINEERING	12/21/2016	3,460.00		.00
143640	2975	00	LUCE, SCHWAB & KASE	12/21/2016	3,182.92		.00
143641	4202	00	M & T INVESTMENT GROUP	12/21/2016	5,000.00		.00
143642	4820	00	MALIC CORPORATION	12/21/2016	37,875.00		.00
143643	296	00	MANATEE ENVIRONMENTAL ASSOC	12/21/2016	170.00		.00
143644	3569	00	MATRIX IMAGING, INC.	12/21/2016	10,637.05		.00
143645	1685	00	METRO INDUSTRIAL SUPPLY INC.	12/21/2016	89.90		.00
143646	3799	00	MICRO ELECTRONICS, LLC	12/21/2016	1,039.95		.00
143647	4058	00	MILLENNIUM LIGHTING INC	12/21/2016	874.56		.00
143648	4524	00	MOLENARO DESIGNS	12/21/2016	263.00		.00
143649	1470	00	MOTT MAC DONALD	12/21/2016	38,441.59		.00
143650	4117	00	MR JOHN INC	12/21/2016	100.08		.00
143651	4414	00	NEC CORPORATION OF AMERICA	12/21/2016	740.00		.00
143652	3186	00	NEWARK ASPHALT CORPORATION	12/21/2016	4,606.25		.00
143653	4737	00	NEWARK WATER & SEWER	12/21/2016	17,205.99		.00
143654	1048	00	NJ STATE SAFETY COUNCIL	12/21/2016	70.00		.00
143655	3054	00	NORTH JERSEY MEDIA GROUP	12/21/2016	VOID		.00
143656	3054	00	NORTH JERSEY MEDIA GROUP	12/21/2016	1,684.18		.00
143657	339	00	NORTHEAST EQUIPMENT	12/21/2016	162.44		.00
143658	3686	00	NORTHERN SAFETY CO. INC	12/21/2016	1,735.89		.00
143659	3324	00	NW FINANCIAL GROUP, LLC	12/21/2016	1,136.25		.00
143660	4184	00	ONE CALL CONCEPTS, INC.	12/21/2016	4,382.50		.00
143661	2084	00	P & A AUTO PARTS	12/21/2016	484.23		.00
143662	4284	00	PANCOAST PUMP & TANK, INC.	12/21/2016	520.00		.00
143663	2788	00	PASHMAN STEIN	12/21/2016	285.00		.00
143664	356	00	PASSAIC METAL PRODUCTS COMPANY	12/21/2016	43.36		.00
143665	2222	00	PASSAIC VALLEY SEWERAGE COMM	12/21/2016	84,181.97		.00
143666	4192	00	PIRO ZINNA CIFElli PARIS GENITEMPO	12/21/2016	2,042.50		.00
143667	4693	00	PIZZA CITY	12/21/2016	67.00		.00
143668	4344	00	RE-TRON TECHNOLOGIES, INC.	12/21/2016	154.48		.00
143669	3389	00	POWERS SERVICE COMPANY, INC.	12/21/2016	8,118.48		.00
143670	2861	00	PROCESS APPLICATIONS, INC.	12/21/2016	2,956.44		.00
143671	3220	00	QC LABORATORIES/PA166	12/21/2016	1,467.00		.00
143672	4831	00	R & M INDUSTRIAL & SAFETY DIST, LLC	12/21/2016	914.65		.00
143673	4189	00	REMININGTON, VERNICK & ARANGO ENGRS	12/21/2016	6,983.75		.00
143674	397	00	REPAIR WELDING LLC	12/21/2016	750.00		.00
143675	4516	00	RIBBONS EXPRESS, INC	12/21/2016	158.04		.00
143676	4225	00	RICCIARDI BROTHERS OF PATERSON CORP	12/21/2016	1,232.76		.00
143677	402	00	RICOH BUSINESS SYSTEMS, INC.	12/21/2016	1,011.43		.00
143678	4342	00	SAMM SOUND DISTRIBUTORS	12/21/2016	32.00		.00
143679	423	00	SCALES INDUSTRIAL TECHNOLOGIES INC	12/21/2016	10,646.00		.00
143680	3594	00	SEVERN TRENT SERVICES	12/21/2016	78,390.14		.00
143681	4357	00	SHARP ELECTRONICS CORPORATION	12/21/2016	213.41		.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
143682	1334	00	STEWART & STEVENSON POWER PRODUCTS	12/21/2016	17.89	.00
143683	2274	00	SUEZ WATER NORTH JERSEY	12/21/2016	60.49	.00
143684	4309	00	SUPERIOR SERVICES, LLC	12/21/2016	9,318.75	.00
143685	4565	00	T & R AUTOMOTIVE DIST	12/21/2016	14,157.45	.00
143686	4070	00	TANIS CONCRETE, INC.	12/21/2016	570.00	.00
143687	1506	00	TEXAS CANVAS CO	12/21/2016	820.00	.00
143688	141	00	THERMO ELECTRON NORTH AMERICA LLC	12/21/2016	3,750.72	.00
143689	1963	00	THOMAS SCIENTIFIC	12/21/2016	2,425.92	.00
143690	2718	00	THOMSON REUTERS - WEST	12/21/2016	2,632.40	.00
143691	1351	00	TILCON NEW YORK, INC.	12/21/2016	VOID	.00
143692	1351	00	TILCON NEW YORK, INC.	12/21/2016	2,662.64	.00
143693	478	00	TRIMOUNT CORPORATION	12/21/2016	315.00	.00
143694	4510	00	U.S. SECURITY ASSOCIATES, INC.	12/21/2016	40,257.36	.00
143695	3246	00	UNITED FEDERATED SYSTEMS	12/21/2016	1,821.83	.00
143696	4395	00	USDA, APHIS, GENERAL	12/21/2016	1,425.53	.00
143697	2230	00	VAC SHACK	12/21/2016	2,081.00	.00
143698	4581	00	VERONA INDUSTRIAL & BUILDING SUPPLY	12/21/2016	6,072.61	.00
143699	3614	00	VITAMIA & SONS	12/21/2016	1,082.00	.00
143700	201	00	W W GRAINGER INC	12/21/2016	VOID	.00
143701	201	00	W W GRAINGER INC	12/21/2016	7,159.46	.00
143702	3771	00	W.B. MASON COMPANY, INC.	12/21/2016	VOID	.00
143703	3771	00	W.B. MASON COMPANY, INC.	12/21/2016	2,469.68	.00
143704	3771	00	W.B. MASON COMPANY, INC.	12/21/2016	1,523.99	.00
143705	1206	00	WALLINGTON PLUMBING SUPPLY, INC.	12/21/2016	275.78	.00
143706	496	00	WATER WORKS SUPPLY COMPANY	12/21/2016	9,789.00	.00
143707	3439	00	WATERS, MC PHERSON, MC NEILL	12/21/2016	4,123.00	.00
143708	3998	00	WEBER DOWD LAW	12/21/2016	12,410.00	.00
143709	2492	00	WEIT & KUZEMCZAK LLC	12/21/2016	3,165.00	.00
143710	4402	00	WESTIN ENGINEERING, INC.	12/21/2016	VOID	.00
143711	4675	00	XEROX CORPORATION	12/21/2016	2,086.93	.00
143712	4675	00	XEROX CORPORATION	12/21/2016	VOID	.00

NUMBER OF CHECKS 184
 GRAND TOTAL 1,623,680.01

6,497.79