



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #22-22**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: February 23, 2022**

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act.

COMMISSIONER: VAN RENSA LIER offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and; other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

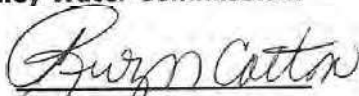
Second by COMMISSIONER: COTTON Time: 10:14 AM

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
SANCHEZ, R	<u>X</u>	—	—	—
VAN RENSA LIER, R.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

  
 \_\_\_\_\_  
 President  
 RIGO SANCHEZ

  
 \_\_\_\_\_  
 Secretary  
 RUBY N. COTTON

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



**PASSAIC VALLEY WATER COMMISSION**

**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 February 23, 2022.

A handwritten signature in cursive script, appearing to read "Louis Amodio", written over a horizontal line.

**LOUIS AMODIO**  
Administrative Secretary



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #22-22**

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**DATE OF ADOPTION: February 23, 2022**

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

**COMMISSIONER: VAN RENSALIER** offers the following Resolution for adoption:

**WHEREAS**, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS**, the public body is of the opinion that such circumstances presently exist:

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

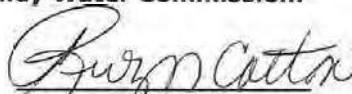
Second by **COMMISSIONER: COTTON** Time: 10:14 AM

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
 \_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
 \_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

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



**PASSAIC VALLEY WATER COMMISSION**

**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 February 23, 2022.

A handwritten signature in blue ink, appearing to read "Louis Amodio", written over a horizontal line.

**LOUIS AMODIO**  
Administrative Secretary



**RESOLUTION # 22-021**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**PARTICIPATION IN THE WATER RESEARCH  
FOUNDATION (WRF) PROGRAM FOR 2022**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has agreed to continue participating in the Water Research Foundation Program for the one (1) year period ending December 31, 2022, Member 0002756 (the "WRF Program"); and

**WHEREAS**, the WRF Program enables the Water Research Foundation to address relevant issues, challenges, and opportunities with a targeted, sustained research effort to collaboratively and directly apply the research effort to challenges that PVWC currently faces, and to clarify and address those issues in a manner that directly benefits PVWC while also strengthening the overall research effort; and

**WHEREAS**, a memorandum dated February 17, 2022 from the Assistant Buyer, along with PVWC's financial certification sheet, and other relevant correspondence pertaining to the Program, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, in recognition of the above, PVWC hereby agrees to make a monetary contribution to the WRF Program in the total amount of \$49,012.00; with the said contribution made directly by PVWC to WRF; and

**WHEREAS**, PVWC has participated in the WRF Program since 1998 and it is in the best interest of PVWC, its customers and constituent municipalities for PVWC to continue to participate in the above-referenced WRF Program at this time; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; and

**WHEREAS**, the services to be rendered pursuant hereto constitute professional 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 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 participation in WRF Program for the one (1) year period ending December 31, 2021, with PVWC's monetary contribution in the total amount of \$49,012.00 (made directly by PVWC to WRF), is hereby authorized and approved; and
2. That 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 shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

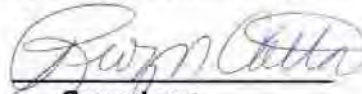
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PARTICIPATION IN THE WATER RESEARCH  
FOUNDATION (WRF) PROGRAM 2022**

**ASSISTANT BUYER'S MEMORANDUM  
DATED FEBRUARY 17, 2022**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 17, 2022

FROM: Purchasing Department


TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Water Research Foundation – Member Number 0002756**

Our 2022 annual membership subscription is due for renewal in the amount of \$49,012.00. (PVWC has been a subscriber since 1998).

The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Lisa Bresnann  
Assistant Buyer

cc: L. Amodio



**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:

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Description of Project or Contract: **Water Research Foundation Subscription**

Amount of Project or Contract: **\$ 49,012.00**

1. Acct: # 001-0901-419-7033 Membership Affiliations

Other comments: **One Year – WRFMBR – Utility Membership  
01-Jan-2022 to 31 Dec 2022**

Date of Certification: February 17, 2022

  
\_\_\_\_\_  
**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-014**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 21-B-27 (RE-BID) ENTITLED  
"FURNISH AND DELIVER UTILITY VEHICLES"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-27 (Re-Bid) entitled "Furnish And Deliver Utility Vehicles"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the responsible, responsive bid submitted for this contract was that of Route 23 Automall LLC of Butler, New Jersey (the "Awardee") with respect to said bid, in the amount of \$201,353.10; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 21-B-27 (Re-Bid) "Furnish And Deliver Utility Vehicles" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 21-B-27 (Re-Bid) as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department

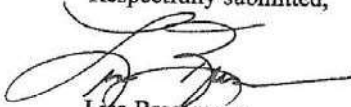
TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 21-B-27 (Re-Bid)**  
**Furnish & Deliver Utility Vehicles**

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 one (1) bid received, the lowest responsive and responsible proposal was submitted by Route 23 Automall LLC. out of Butler, NJ, in the amount of **\$201,353.10**.

Respectfully submitted,



Lisa Bräemann  
Assistant Buyer

cc: L. Amodio



Furnish and Deliver Utility Vehicles  
 Contract #21-B-27 (Re-bid)  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22

BIDDERS		Contractor 1	
TOTAL BID AMOUNT		\$ 201,353.10	
% CHANGE FROM LOW BIDDER			
Bid Item	Description	Units	Stipulated Quantity
	Furnishing and Delivering Platform Truck	Truck	1
	Furnishing and Delivering Utility Truck	Truck	1
		unit price	extended price
		\$ 97,627.10	\$ 97,627.10
		#####	\$ 103,726.00

**RESOLUTION # 22-014**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 21-B-27 (RE-BID) ENTITLED  
"FURNISH AND DELIVER UTILITY VEHICLES"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-27 (Re-Bid) entitled "Furnish And Deliver Utility Vehicles"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the responsible, responsive bid submitted for this contract was that of Route 23 Automall LLC of Butler, New Jersey (the "Awardee") with respect to said bid, in the amount of \$201,353.10; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 21-B-27 (Re-Bid) "Furnish And Deliver Utility Vehicles" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 21-B-27 (Re-Bid) as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>DEPADUA, C.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>LEVINE, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>COTTON, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>VAN RENSALIER, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>SANCHEZ, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department


TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 21-B-27 (Re-Bid)**  
**Furnish & Deliver Utility Vehicles**

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 one (1) bid received, the lowest responsive and responsible proposal was submitted by Route 23 Automall LLC. out of Butler, NJ, in the amount of **\$201,353.10**.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio



Furnish and Deliver Utility Vehicles  
 Contract #21-8-27 (Re-bid)  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22

BIDDERS		Contractor 1	
TOTAL BID AMOUNT		\$ 201,353.10	
% CHANGE FROM LOW BIDDER			
Bid Item	Description	Units	Stipulated Quantity
	Furnishing and Delivering Platform Truck	Truck	1
	Furnishing and Delivering Utility Truck	Truck	1
			unit price
			extended price
			\$ 97,627.10
			#####
			\$ 103,726.00

**RESOLUTION # 22-015**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-4 ENTITLED  
"FURNISH AND DELIVER BRASS WATER SERVICE LINE FITTINGS"**

**DATE OF ADOPTION: FEBRUARY 23, 2022**

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-4 entitled "Furnish And Deliver Brass Water Service Line Fittings"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Brent Material Co. of Florham Park, New Jersey (the "Awardee") with respect to said bid, in the amount of \$467,362.50 over a period of three hundred and sixty five (365) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-4 "Furnish And Deliver Brass Water Service Line Fittings" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-4 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department

TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-V-4**  
**Furnish & Deliver Brass Water Service Line Fittings**

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 five (5) bids received, the lowest responsive and responsible proposal was submitted by Brent Material Co. out of Florham Park, NJ, in the amount of \$467,362.50. The numerical low bidder, Ferguson Waterworks, submitted an improper Bid as they did not comply with requirement to bid American made products.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio

Brass Water Service Line Fittings  
 Contract #22-V-4  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22 2PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
<b>Ferguson</b> 190 Oberun Ave N. Lakewood, NJ 08701	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00	\$459,590.40	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
<b>Brent</b> 325 Columbia Turnpike - Suite 308 Florham Park, NJ 07932	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00	\$467,362.50	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
<b>Capital</b> 149 Old Turnpike Road Wayne, NJ 07470	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00	\$474,000.00 \$474,189.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
<b>Core &amp; Main</b> PO Box 306, 660 State Highway 23 Pompton Plains, NJ 07444	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00	\$489,483.00 \$489,818.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
<b>Atlantic Plumbing</b> 702 Joline Ave Long Branch, NJ 07740	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00	\$616,014.00 \$525,744.90	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO



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: 22-V-4  
Furnish and Deliver Brass Water  
Service Line Fittings

Amount of Project or Contract:


Brent Material Co., - \$467,362.50

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2022/2023

Other comments: One Year Contract Commencing: February 2022

Date of Certification: 02/09/2022 Certified: \$467,362.50

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-015**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-4 ENTITLED  
"FURNISH AND DELIVER BRASS WATER SERVICE LINE FITTINGS"**

**DATE OF ADOPTION: FEBRUARY 23, 2022**

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-4 entitled "Furnish And Deliver Brass Water Service Line Fittings"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Brent Material Co. of Florham Park, New Jersey (the "Awardee") with respect to said bid, in the amount of \$467,362.50 over a period of three hundred and sixty five (365) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-4 "Furnish And Deliver Brass Water Service Line Fittings" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-4 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department

TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-V-4**  
**Furnish & Deliver Brass Water Service Line Fittings**

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 five (5) bids received, the lowest responsive and responsible proposal was submitted by Brent Material Co. out of Florham Park, NJ, in the amount of \$467,362.50. The numerical low bidder, Ferguson Waterworks, submitted an improper Bid as they did not comply with requirement to bid American made products.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio

Brass Water Service Line Fittings  
 Contract #22-V-4  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22 2PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson 190 Oberun Ave N. Lakewood, NJ 08701	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$459,690.40	Y Business Registration Cert. Y PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Brent 325 Columbia Turnpike - Suite 308 Florham Park, NJ 07932	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$467,362.50	Y Business Registration Cert. Y PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Capitol 149 Old Turnpike Road Wayne, NJ 07470	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$474,000.00 \$474,189.00	Y Business Registration Cert. Y PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Gora & Main PO Box 306, 660 State Highway 23 Pompton Plains, NJ 07444	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$480,483.00 \$489,818.00	Y Business Registration Cert. Y PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Atlantic Plumbing 702 Joline Ave Long Branch, NJ 07740	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$615,914.00 \$525,744.90	Y Business Registration Cert. Y PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO

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: 22-V-4  
Furnish and Deliver Brass Water  
Service Line Fittings


Amount of Project or Contract:  
Brent Material Co., - \$467,362.50

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2022/2023

Other comments: One Year Contract Commencing: February 2022

Date of Certification: 02/09/2022 Certified: \$467,362.50

  
\_\_\_\_\_  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-015**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-4 ENTITLED  
"FURNISH AND DELIVER BRASS WATER SERVICE LINE FITTINGS"**

**DATE OF ADOPTION: FEBRUARY 23, 2022**

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-4 entitled "Furnish And Deliver Brass Water Service Line Fittings"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Brent Material Co. of Florham Park, New Jersey (the "Awardee") with respect to said bid, in the amount of \$467,362.50 over a period of three hundred and sixty five (365) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-4 "Furnish And Deliver Brass Water Service Line Fittings" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-4 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department

TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: Contract # 22-V-4  
Furnish & Deliver Brass Water Service Line Fittings

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 five (5) bids received, the lowest responsive and responsible proposal was submitted by Brent Material Co. out of Florham Park, NJ, in the amount of \$467,362.50. The numerical low bidder, Ferguson Waterworks, submitted an improper Bid as they did not comply with requirement to bid American made products.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio

Brass Water Service Line Fittings  
 Contract #22-V-4  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22 2PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson 190 Oberun Ave N. Lakewood, NJ 08701	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	<u>\$459,690.40</u>	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Brant 325 Columbia Turnpike - Suite 308 Florham Park, NJ 07932	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	<u>\$487,362.50</u>	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Capitol 149 Old Turnpike Road Wayne, NJ 07470	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	<del>\$474,000.00</del> <u>\$474,189.00</u>	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Core & Main PO Box 306, 660 State Highway 23 Pompton Plains, NJ 07444	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	<del>\$489,483.00</del> <u>\$489,818.00</u>	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Atlantic Plumbing 702 Joline Ave Long Branch, NJ 07740	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	<del>\$515,814.60</del> <u>\$525,744.90</u>	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO

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:** 22-V-4  
Furnish and Deliver Brass Water  
Service Line Fittings

**Amount of Project or Contract:**


Brent Material Co., - \$467,362.50

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2022/2023

Other comments: One Year Contract Commencing: February 2022

Date of Certification: 02/09/2022 Certified: \$467,362.50

  
\_\_\_\_\_  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-016**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-11 ENTITLED  
"FURNISH AND DELIVER THICKENING AID POLYMER"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-11 entitled "Furnish And Deliver Thickening Aid Polymer"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the responsible, responsive bid submitted for this contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, in the amount of \$77,280.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-11 "Furnish And Deliver Thickening Aid Polymer" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-11 as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u> —	—	—	—
<b>DEPADUA, C.</b>	<u>X</u> —	—	—	—
<b>LEVINE, J.</b>	<u>X</u> —	—	—	—
<b>COTTON, R.</b>	<u>X</u> —	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u> —	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u> —	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u> —	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department


TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-V-11**  
**Furnish & Deliver Thickening Aid Polymer**

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 one (1) bid received, the lowest responsive and responsible proposal was submitted by Polydyne, Inc. out of Riceboro, GA, in the amount of **\$77,280.00**.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio

Furnish and Deliver Thickening Aid Polymer  
 Contract #22-Y-11  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22

BIDDERS		POLYDYNE	
<b>TOTAL BID AMOUNT</b>			
\$ 77,280.00			
<b>% CHANGE FROM LOW BIDDER</b>			
Bid Item	Description	Units	Stipulated Quantity
I	Furnishing and Delivering Thickening Aid Polymer	Totes	30
			unit price
			extended price
			\$ 2,576.00
			\$ 77,280.00
			\$ -



**RESOLUTION # 22-016**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-11 ENTITLED  
"FURNISH AND DELIVER THICKENING AID POLYMER"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-11 entitled "Furnish And Deliver Thickening Aid Polymer"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the responsible, responsive bid submitted for this contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, in the amount of \$77,280.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-11 "Furnish And Deliver Thickening Aid Polymer" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-11 as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>DEPADUA, C.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>LEVINE, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>COTTON, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>VAN RENSA LIER, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>SANCHEZ, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 11, 2022

FROM: Purchasing Department  
TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer  
RE: **Contract # 22-V-11**  
**Furnish & Deliver Thickening Aid Polymer**

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 one (1) bid received, the lowest responsive and responsible proposal was submitted by Polydyne, Inc. out of Riceboro, GA, in the amount of **\$77,280.00**.

Respectfully submitted,



Lisa Bresemann  
Assistant Buyer

cc: L. Amodio

Furnish and Deliver Thickening Aid Polymer  
 Contract #22-Y-11  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22

BIDDERS		POLYDYNE	
TOTAL BID AMOUNT		\$ 77,280.00	
% CHANGE FROM LOW BIDDER			
Bid Item	Description	Units	Stipulated Quantity
1	Furnishing and Delivering Thickening Aid Polymer	Totes	30
			unit price
			extended price
			\$ 2,576.00
			\$ 77,280.00
			\$

**RESOLUTION # 22-017**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-14 ENTITLED  
"FURNISH AND DELIVER LIQUID FERRIC SULFATE"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-14 entitled "Furnish And Deliver Liquid Ferric Sulfate"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, in the amount of \$2,099,200.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-14 "Furnish And Deliver Liquid Ferric Sulfate" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-14 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**





PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 9, 2022

FROM: Purchasing Department


TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-V-14**  
**Furnish & Deliver Liquid Ferric Sulfate**

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by Kemira Water Solutions, Inc. out of Lawrence, KS in the amount of \$2,099,200.00.

Respectfully submitted,



Lisa Breschmann  
Assistant Buyer

cc: L. Amodio

Liquid Ferric Sulfate  
 Contract #23-V-14  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/22

BIDDERS		KEMIRA		FENCCO, INC.	
TOTAL BID AMOUNT		\$ 208,019,200.00		\$ 3,046,400.00	
% CHANGE FROM LOW BIDDER		-		99%	
Bid Item	Description	Units	Shipped Quantity	Unit Price	Unit Price
1	Ferrous and Delivered Liquid Ferric Sulfate	Dry Ton	800	\$ 280,024.00	\$ 3,808.00
				\$ 208,019,200.00	\$ 3,046,400.00
				\$ -	\$ -
				\$ -	\$ -

**RESOLUTION # 22-017**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-V-14 ENTITLED  
"FURNISH AND DELIVER LIQUID FERRIC SULFATE"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, on January 27, 2022, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-V-14 entitled "Furnish And Deliver Liquid Ferric Sulfate"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

**WHEREAS**, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, in the amount of \$2,099,200.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 22-V-14 "Furnish And Deliver Liquid Ferric Sulfate" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-V-14 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

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:

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Description of Project or Contract:      22-B-14  
Furnish and Deliver  
Liquid Ferric Sulfate

Amount of Project or Contract:

Kemira Water Solutions, Inc. - \$2,099,200.00

1. Acct: # 001-1002-421-70-11 Chemicals

Specific Appropriation to which expenditures will be charged: Budget 2022/2023/2024

Other comments: Two Year Contract Commencing: February 2022

Date of Certification: 02/17/2022 Certified: \$2,099,200.00

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 9, 2022

FROM: Purchasing Department


TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-V-14**  
**Furnish & Deliver Liquid Ferric Sulfate**

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by Kemira Water Solutions, Inc. out of Lawrence, KS in the amount of \$2,099,200.00.

Respectfully submitted,



Lisa Breschmann  
Assistant Buyer

cc: L. Amodio

Liquid Potash Sulfate  
 Contract #725-V-14  
 Bid Tabulation Evaluation  
 Bid Opening Date: 1/27/72

BIDDERS		KEMIRA		PENCCO, INC.	
TOTAL BID AMOUNT		\$ 208,019,200.00		\$ 3,046,400.00	
% CHANGE FROM LOW BIDDER				.95%	
Bid Item	Description	Units	Stipulated Quantity	Unit Price	Total Price
1	Ferrous and Divalent Liquid Potash Sulfate	Dry Tons	800	\$ 260,024.00	\$ 208,019,200.00
				\$ 3,808.00	\$ 3,046,400.00
				\$ -	\$ -
				\$ -	\$ -

**RESOLUTION # 22-018**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
AWARD PROJECT NO. 22-P-08 ENTITLED "PROFESSIONAL  
SERVICES FOR PUBLIC AUDITOR"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 22-P-08 "Professional Services for Public Auditor" (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 un-specifiable services) related to the Project from at least one (1) professional (or provider of extraordinary un-specifiable services) provider; and

**WHEREAS**, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Wielkotz and Company of Pompton Lakes, 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 February 3, 2022 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$44,950.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

**WHEREAS,** a copy of the Form of Agreement for Professional Services will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit A; 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 Response and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

**WHEREAS,** PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;

**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 \$44,950.00, 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.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>DEPADUA, C.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>LEVINE, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>COTTON, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>VAN RENSALIER, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>SANCHEZ, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

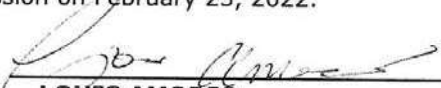
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08  
"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**FORM OF AGREEMENT**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD 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 Wielkocz and Company, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to Project Number 22-P-8 entitled 'Professional Services for Public Auditor' (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL. 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. 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.

#### **Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)
- G. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate

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.

**PROFESSIONAL FIRM**

\_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08  
"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

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:

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Description of Project or Contract: Professional Services- Wielkotz & Company  
PROFESSIONAL SERVICES FOR PUBLIC AUDITOR

Professional Services for Project # 22-P-8

Amount of Project or Contract: \$ 44,950.00

1. Acct: # 001-0901-419-32-01 Professional Services-Accounting/ Auditing Fees

Other comments: Professional Services

Date of Certification: February 17, 2022



Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**PASSAIC VALLEY WATER COMMISSION**  
**PROJECT NO. 22-P-08**  
**"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**  
**FORM OF AGREEMENT**  
**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD 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 Wielkocz and Company, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to Project Number 22-P-8 entitled 'Professional Services for Public Auditor' (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL. 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. 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.

**Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)
- G. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate

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.

**PROFESSIONAL FIRM**

\_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08**

**"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**RESOLUTION # 22-018**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
AWARD PROJECT NO. 22-P-08 ENTITLED "PROFESSIONAL  
SERVICES FOR PUBLIC AUDITOR"**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 22-P-08 "Professional Services for Public Auditor" (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 un-specifiable services) related to the Project from at least one (1) professional (or provider of extraordinary un-specifiable services) provider; and

**WHEREAS**, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Wielkotz and Company of Pompton Lakes, 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 February 3, 2022 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$44,950.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

**WHEREAS,** a copy of the Form of Agreement for Professional Services will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit A; 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 Response and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

**WHEREAS,** PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;

**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 \$44,950.00, 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.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

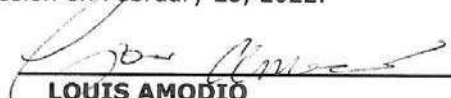
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08  
"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**FORM OF AGREEMENT**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD 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 Wielkocz and Company, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to Project Number 22-P-8 entitled 'Professional Services for Public Auditor' (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL. 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. 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.

#### **Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)
- G. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate

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.

**PROFESSIONAL FIRM**

\_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08**

**"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

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:

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Description of Project or Contract: Professional Services- Wielkotz & Company  
PROFESSIONAL SERVICES FOR PUBLIC AUDITOR

**Professional Services for Project # 22-P-8**

Amount of Project or Contract: \$ 44,950.00

1. Acct: # 001-0901-419-32-01 Professional Services-Accounting/ Auditing Fees

Other comments: **Professional Services**

Date of Certification: February 17, 2022



Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**PASSAIC VALLEY WATER COMMISSION**  
**PROJECT NO. 22-P-08**  
**"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**  
**FORM OF AGREEMENT**  
**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD 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 Wielkocz and Company, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to Project Number 22-P-8 entitled 'Professional Services for Public Auditor' (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL. 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. 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.

#### **Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)
- G. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate

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.

**PROFESSIONAL FIRM**

\_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 22-P-08**

**"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**RESOLUTION # 22-019**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
ONE-YEAR MAINTENANCE OF CENTRAL SQUARE SOFTWARE**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract, in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC; and

**WHEREAS**, the previous maintenance contract with Central Square (formally Superior, and before that, Sungard Public Sector) is due for renewal on October 1, 2021 for a recommended period of 12-months to provide PVWC with assurance of continuity of service; and

**WHEREAS**, a copy of the Assistant Buyer's memorandum dated February 15, 2022 recommending the 12-month extension, and including Central Square's breakdown of applications and related fees dated August 16, 2021 in the total amount of \$84,936.22, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Assistant Buyer's recommendations; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof 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 Central Square (the "Awardee") with regard to the Contract at this time;

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

1. That PVWC hereby awards a 12-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$84,936.22; 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 maintenance agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

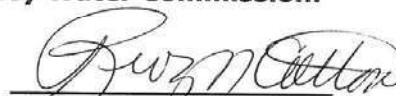
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	X	—	—	—
<b>DEPADUA, C.</b>	X	—	—	—
<b>LEVINE, J.</b>	X	—	—	—
<b>COTTON, R.</b>	X	—	—	—
<b>KOLODZIEJ, J.</b>	X	—	—	—
<b>VAN RENSALIER, R.</b>	X	—	—	—
<b>SANCHEZ, R.</b>	X	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



**PASSAIC VALLEY WATER COMMISSION**

**12-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**ASSISTANT BUYER'S MEMORANDUM  
DATED FEBRUARY 15, 2022**

**CENTRAL SQUARE'S BREAKDOWN  
OF APPLICATIONS AND RELATED FEES  
DATED AUGUST 16, 2021**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**12-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

Copy 83887



Superior, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

### Invoice

<b>Invoice No (1 of 1)</b> 327887	<b>Date</b> 8/16/2021	<b>Page</b> 1 of 2
--------------------------------------	--------------------------	-----------------------

34418

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Passaic Valley Water  
Yitz Weiss  
1525 Main Avenue  
Clifton NJ 07011  
United States

**Ship To**  
Passaic Valley Water  
Yitz Weiss  
1525 Main Avenue  
Clifton NJ 07011  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2181LG	Passaic Valley Water		USD	Net 30	9/30/2021

	Description	Units	Rate	Extended
Contract No. Q-54584				
1	NaviLine Work Orders/Facility Management - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$0.00	\$0.00
2	NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$4,706.45	\$4,706.45 2
3	NaviLine Customer Information System - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$37,645.28	\$37,645.28 6
4	NaviLine Purchasing/Inventory-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$10,178.65	\$10,178.65 5
5	Modifications - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	21	\$114.49	\$2,404.29 7
6	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$4,913.84	\$4,913.84 1 incl
7	NaviLine Accounts Receivable-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$6,549.13	\$6,549.13 4
8	NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$18,538.58	\$18,538.58 3



Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
2181LG	Passaic Valley Water		USD	Net 30	9/30/2021

Please include invoice number(s) on your remittance advice,  
 made payable to Superior, LLC  
**ACH:**  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$84,936.22
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$84,936.22
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	<b>\$84,936.22</b>

## Invoice

<i>Invoice No (1 of 1)</i>	<i>Date</i>	<i>Page</i>
327887	8/16/2021	2 of 2

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

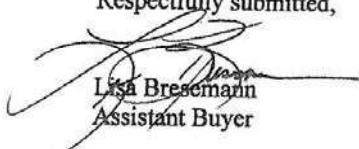
DATE: February 15, 2022

FROM: Purchasing Department  
TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Comptroller, CFO  
RE: System Software Semi-Annual Maintenance

Our maintenance contract with Central Square (formally Superior Public Sector) is due for renewal for on October 1, 2021 (breakdown of applications and fees for each is attached). The total amount for a Twelve (12) Month renewal is \$84,936.22. The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,



Lisa Breseman  
Assistant Buyer

cc: L. Amodio

**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: Central Square (Formally Superior)


Amount of Project or Contract: \$ 84,936.22

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

Specific Appropriation to which expenditures will be charged: Capital Budget 2022

Other comments: Twelve (12) Month Contract Commencing: October 2021  
System Software Semi-Annual Maintenance

Date of Certification: 02/15/2022 Certified: \$84,936.22

  
\_\_\_\_\_  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION # 22-019**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
ONE-YEAR MAINTENANCE OF CENTRAL SQUARE SOFTWARE**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract, in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC; and

**WHEREAS**, the previous maintenance contract with Central Square (formally Superior, and before that, Sungard Public Sector) is due for renewal on October 1, 2021 for a recommended period of 12-months to provide PVWC with assurance of continuity of service; and

**WHEREAS**, a copy of the Assistant Buyer's memorandum dated February 15, 2022 recommending the 12-month extension, and including Central Square's breakdown of applications and related fees dated August 16, 2021 in the total amount of \$84,936.22, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Assistant Buyer's recommendations; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof 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 Central Square (the "Awardee") with regard to the Contract at this time;

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

1. That PVWC hereby awards a 12-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$84,936.22; 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 maintenance agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.



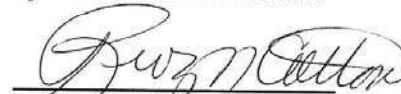
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**12-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**ASSISTANT BUYER'S MEMORANDUM  
DATED FEBRUARY 15, 2022**

**CENTRAL SQUARE'S BREAKDOWN  
OF APPLICATIONS AND RELATED FEES  
DATED AUGUST 16, 2021**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**12-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

Copy 83887



Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

### Invoice

<b>Invoice No (1 of 1)</b> 327887	<b>Date</b> 8/16/2021	<b>Page</b> 1 of 2
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34418

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Passaic Valley Water  
Yitz Weiss  
1525 Main Avenue  
Clifton NJ 07011  
United States

**Ship To**  
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1525 Main Avenue  
Clifton NJ 07011  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2181LG	Passaic Valley Water		USD	Net 30	9/30/2021

	Description	Units	Rate	Extended
Contract No. Q-54584				
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2	NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	\$4,706.45	\$4,706.45 2
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 1525 Main Avenue  
 Clifton NJ 07011  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2181LG	Passaic Valley Water		USD	Net 30	9/30/2021

Please include invoice number(s) on your remittance advice,  
 made payable to Superion, LLC  
 ACH:  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$84,936.22
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$84,936.22
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$84,936.22

## Invoice

<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
327887	8/16/2021	2 of 2

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 15, 2022

FROM: Purchasing Department

TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Comptroller, CFO

RE: **System Software Semi-Annual Maintenance**

Our maintenance contract with Central Square (formally Superion Public Sector) is due for renewal for on October 1, 2021 (breakdown of applications and fees for each is attached). The total amount for a Twelve (12) Month renewal is \$84,936.22. The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,



Lisa Bresemain  
Assistant Buyer

cc: L. Amodio

**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: Central Square (Formally Superior)

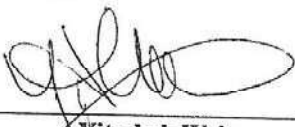
Amount of Project or Contract: \$ 84,936.22

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

Specific Appropriation to which expenditures will be charged: Capital Budget 2022

Other comments: Twelve (12) Month Contract Commencing: October 2021  
System Software Semi-Annual Maintenance

Date of Certification: 02/15/2022 Certified: \$84,936.22

  
\_\_\_\_\_  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-020**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**COMPLETE REBUILD OF TRAVELING SCREENS AT THE LITTLE FALLS WATER TREATMENT PLANT SCREEN HOUSE**

**DATE OF ADOPTION: FEBRUARY 23, 2022**

Approved as to form and legality by the Law Department on basis of facts set forth by the Purchasing and Engineering Department.

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, the Passaic Valley Water Commission ("PVWC") wishes to perform a complete on-site rebuild of the two (2) traveling screens located at the Little Falls Water Treatment Plant Screen House Building under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

**WHEREAS**, Evoqua Water Technologies LLC of Chalfont, Pennsylvania ("Evoqua") has provided PVWC with Proposal #22024, Quotation #10270712 and Quotation #1020721, in the total amount of \$179,468.00, to furnish all replacements parts required for the complete rebuild of each traveling screen and for installation of these parts; and

**WHEREAS**, Evoqua was the manufacturer of said equipment installed at the Screen House in 2008; and

**WHEREAS**, Evoqua is the sole provider of Original Equipment Manufacturer (OEM) replacement screens and parts with the installation to be performed by Evoqua Factory Trained Service Technicians employed by Evoqua; and

**WHEREAS**, the use of OEM replacement parts will ensure the parts will conform to the original form, fit and function of the existing Traveling Screens and assure an exact fit and operational function per the original 2008 contract, Order Number CHI1171; and



**WHEREAS**, as the OEM-installer for said equipment, Evoqua will provide the Commission with a twenty-four (24) month warranty from initial operations; and

**WHEREAS**, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

**WHEREAS**, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

**WHEREAS**, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable) than the "public benefit of permitting 'brand name or equivalent' and the benefits of ... competition", the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

**WHEREAS**, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

**WHEREAS**, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC's Assistant Buyer, Lisa Bresemann, prepared a Certification addressed to the Executive Director, General Counsel, and Chief Financial Officer to demonstrate entitlement to use the Proprietary Goods Exception which

is attached hereto as Exhibit A, the contents of which are deemed incorporated into this Resolution as set forth herein; and

**WHEREAS**, the Executive Director, General Counsel, and Chief Financial Officer reviewed the Certification and concur with the findings of the Assistant Buyer and ask the Commissioners to authorize the PVWC to designate the traveling screens and parts as proprietary goods henceforth; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, Evoqua's proposal, quotations and other relevant correspondences are attached hereto and made a part hereof as Exhibit C; and

**WHEREAS**, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the traveling screens and parts under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That appropriate officials and employees of the PVWC be and are hereby directed to procure the traveling screens and parts in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**CERTIFICATION OF THE PVWC'S ASSISTANT BUYER, LISA  
BRESEMANN, QPA, PURSUANT TO N.J.A.C. § 5:34-9.1, DATED  
FEBRUARY 19, 2022 IN SUPPORT OF THE PVWC'S REQUEST TO  
PROCURE OEM TRAVELING SCREENS AND PARTS BY THE  
PROPRIETARY GOODS EXCEPTION TO THE  
LOCAL PUBLIC CONTRACT LAW**

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION**  
1525 MAIN AVENUE • P.O. BOX 230  
CLIFTON, NEW JERSEY 07011 • (973) 340-4300  
CLIFTON FAX # (973) 340-4321

**COMMISSIONERS**

**Rigoberto Sanchez**, President, Passaic  
**Gerald Friend**, Vice President, Clifton  
**Carmen Depadua**, Treasurer, Paterson  
**Ruby N. Cotton**, Secretary, Paterson  
**Joseph Kolodziej**, Commissioner, Clifton  
**Jeffrey Levine**, Commissioner, Paterson  
**Ronald Van Rensalier**, Commissioner, Passaic

**Certification**

of PVWC Assistant Buyer, Lisa Bresemann, QPA  
pursuant to N.J.A.C. § 5:34-9.1

**TO:** James Mueller, Executive Director  
Yaacov M. Brisman, General Counsel  
Yitzchak Weiss, Chief Financial Officer

**RE:** **Complete Rebuild of Traveling Screens at the Little Falls Water Treatment Plant Screen House**

1. I, Lisa Bresemann, QPA, am the Assistant Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure from the Original Equipment Manufacturer (OEM), Evoqua Water Technologies ("Evoqua"), replacement screens and parts for the complete rebuild of two traveling screens at the Little Falls Water Treatment Plant Screen House as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. Currently, PVWC procures replacement parts for this equipment from Evoqua without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
4. Evoqua has provided a letter, dated September 9, 2021 and is on file in the PVWC Buyers office, verifying that Evoqua is the sole provider of OEM replacement screens and parts which will assure an exact fit and operational function per the original 2008 contract, Order Number CHI1171, and all OEM parts are to be performed by Evoqua Factory Trained Service Technicians.
5. The PVWC recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure the OEM replacement screens and parts as proprietary goods.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 2/19/2022

\_\_\_\_\_  
Lisa Bresemann, Assistant Buyer  
Passaic Valley Water Commission

**PASSAIC VALLEY WATER COMMISSION**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**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:

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**Description of Project or Contract:**      **Complete Rebuild of Traveling Screens at  
The Little Falls Water Treatment Plant  
Screen House**

Amount of Project or Contract: **\$179,468.00**

Evoqua Water Systems

1. Acct: # 001-0901-419-95-11 – Capital/Facilities Operating Equipment

Specific Appropriation to which expenditures will be charged: Budget 2022

Other comments: Single Purchase: February 2022

**Date of Certification: 02/22/2022 Certified: \$179,469.00**

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**PASSAIC VALLEY WATER COMMISSION**

**EVOQUA PROPOSAL #22024 – LABOR**

**EVOQUA QUOTATION #10270712 – PARTS FOR SCREEN #1**

**EVOQUA QUOTATION #1020721 – PARTS FOR SCREEN #2**

**MISCELLANEOUS CORRESPONDENCES**

**EXHIBIT C**





**Traveling Water Screen On-Site Rebuild, Adjustment and  
Preventive Maintenance  
Passaic Valley Water Commission  
Proposal #22024**

December 22, 2020

Passaic Valley Water Commission  
800 Union Blvd.  
Totowa, NJ 07512

Attn: Michael Marotta

Subject: Evoqua Water Technologies Proposal 22024 for the Onsite Rebuild of (2) Traveling Water Screens  
at Passaic Valley Water Commission

Dear Mr. Marotta,

Evoqua Water Technologies, LLC is pleased to provide this proposal to mobilize our factory trained Traveling Water Screen Service/Commercial Dive Crew to the Passaic Valley Water Commission site to perform an Onsite Rebuild, adjustments and Preventive Maintenance for the (2) traveling water screens supplied in 2008 on our Evoqua Water Technologies Contract No. CHI1171 as our Legacy Brand Name of Siemens Water Technologies. The screens have 10'-0" basket width x 14'-0" vertical centers

**Evoqua is the original equipment manufacturer (OEM) of your existing Water Screen equipment, and as such we have all the original drawing and design information. No other supplier can make this statement.**

**Work Scope Description:**

- Prior to the arrival of the Evoqua crew, all parts must be at the site, and the customer's personnel will stage them near the Traveling Water Screens.
- Evoqua will then mobilize our factory trained dive service crew to the Passaic Valley Water Commission Plant. Once on site, the crew will set-up equipment and proceed with the onsite rebuild, parts replacement, adjustment back to factory OEM specifications and perform preventive maintenance for the two water screens referenced above.
- **\*Note-** Passaic Valley Water Commission Plant personnel must temporarily shut down the pumps or isolate them for the safety of the divers while in the water during this work.



- The crew will work on each screen individually utilizing a customer supplied crane and operator for lifting and moving the water screen and parts. Total Wt. per screen = 13,020 lbs. A customer supplied fork truck or lull may also be required for moving and installing the parts listed below.
- The screens will be removed from their respective wells to be rebuilt and they will be placed in a safe laydown area for the work to commence. Once in the laydown area the rebuild and parts installation will be performed. The parts will be purchased from Evoqua based on one of the separate quotation sent with this service proposal by our Evoqua WT Account Representative, Lori Domrzalski.

**The Following Parts are Required for Each Traveling Water Screen**

- Screen #1**
- (2) Shaft seal
  - (2) Adjusting nut assembly
  - (2) Jam nuts
  - (2) Thrust bearings
  - (4) Springs
  - (2) Spring take-up bar weldment
  - (1) Hardware kit
  - (2) THORDON BEARINGS
  - (12) Tooth inserts with hardware – 0833-017-002.HDW
  - (1) Upper boot tracking – 708502900
  - (1) Upper boot tracking – 708503000
  - (8) Boot tracking angle mounts - 708502800
  - (40) Feet Main Chain LH – CHI1089-115-A
  - (40) Feet Main Chain RH – CHI1089-115-B
  - (85) Carriage Bolt – 9904-950-005
  - (85) Lock Nut – 7087-100-008
  - (85) Seal Plate – 0499-030-008
  - (1) Drive Assembly – 7078-02400
  - (3) Driven Sprocket Segment - 783318100
  - (9) Bolts – 11543322
  - (9) Lock Nuts – 10043311
  - (9) Spacer – 783311100
  - (1) Strand Drive Chain – 1591-200-001
  - (1) Hardware Kit – Consist of:
    - (8) Screw – 10091910
    - (8) Hex Nut – 10038805
    - (8) Washer – 10038304
    - (8) Hex Nut – 10038804
    - (8) Jam Nut – 10047703

**Screen #2**  
**(2) Shaft seal**  
**(2) Adjusting nut assembly**  
**(2) Jam nuts**  
**(2) Thrust bearings**  
**(4) Springs**  
**(2) Spring take-up bar weldment**  
**(1) Hardware kit**  
**(2) THORDON BEARINGS**  
**(1) TG&P round**  
**(12) Tooth inserts with hardware – 0833-017-002.HDW**  
**(1) Upper boot tracking – 708502900**  
**(1) Upper boot tracking – 708503000**  
**(8) Boot tracking angle mounts - 708502800**  
**(40) Feet Main Chain LH – CHI1089-115-A**  
**(40) Feet Main Chain RH – CHI1089-115-B**  
**(85) Carriage Bolt – 9904-950-005**  
**(85) Lock Nut – 7087-100-008**  
**(85) Seal Plate – 0499-030-008**  
**(1) Drive Sprocket – 1551-027-114**  
**(3) Driven Sprocket Segment - 783318100**  
**(9) Bolts – 11543322**  
**(9) Lock Nuts – 10043311**  
**(9) Spacer – 783311100**  
**(1) Strand Drive Chain – 1591-200-001**  
**(1) Hardware Kit – Consist of:**  
**---(8) Screw – 10091910**  
**---(8) Hex Nut – 10038805**  
**---(8) Washer – 10038304**  
**---(8) Hex Nut – 10038804**  
**---(8) Jam Nut – 10047703**

- Following the onsite rebuild of each screen (one at a time), the crew will reinstall each one utilizing a customer supplied crane and operator for lifting and moving the water screen and parts. Total Wt. per screen = 13,020 lbs.
- After completion of the rebuild and installation back in the intake wells, the rebuilt water screens will be test-run and the operation will be observed and verified to ensure extended life of your equipment. The screen will receive initial lubrication and adjustments, as necessary. An operator from the site will be required during the service to operate the screens, or permission granted to allow our crew to operate them.
- During this service complete inspection, adjustment and preventive maintenance will be performed.

**Below is a list of items that will be checked, (but not limited to only these items)**

1. Main carrier chain checked for proper tension, and inspected for wear and proper tolerances
2. The crew will assist and instruct plant personnel on lubrication of the main carrier chain if not a non-lubricated design
3. The basket to chain hardware will be checked for tightness and retightened if required
4. Baskets will be inspected for signs of rubbing and wear, damage to the mesh, signs of high differential or other damage
5. The basket seal plates will be inspected for wear and damage
6. The drive assembly will be observed while operating and visibly inspected for wear, vibration, proper fluid levels, etc.
7. The drive and driven sprockets will be inspected for wear and hooking
8. The drive chain will be inspected for wear, stretching, proper lubrication, etc. The crew will instruct plant personnel in adjusting and lubricating the chain, if necessary
9. Alignment of the drive sprocket, driven sprocket and chain will be checked
10. The spray headers and nozzles will be inspected for potential clogging, nozzle wear patterns, proper spray and overlap and effective cleaning of the mesh
11. The head sprocket tooth inserts will be inspected for wear, and attachment hardware checked for tightness and retightened if required
12. The take-up bearing housings will be inspected for corrosion and wear. The bushing will be inspected for wear and life expectancy
13. The take-up rods will be inspected for corrosion and wear to the threads
14. The capstan adjusting nuts and thrust bearings will be inspected
15. The crew will assist and instruct plant personnel on lubrication of the take-up bearings.
16. The chain track guides will be inspected for wear
17. Where visible, the screen frame side panels and cross (X) bracing will be inspected for wear and corrosion
18. The screen cross ties will be inspected for corrosion and correct tolerance
19. The foot terminal will be inspected for tolerance and corrosion
20. The boot section side panels will be inspected for wear, corrosion and tolerances



21. The boot plate will be inspected for wear from the chain and baskets, corrosion and tolerances
  22. A sample of the frame hardware (as visible and accessible) will be inspected for corrosion, integrity and life expectancy
  23. The well will be checked for any accumulated mud, silt and debris. If required, Pumping can be performed at the daily rates noted below
  24. The fiberglass housings and discharge troughs will be inspected for damage
- Upon completion of the above scope, the crew will demobilize from the customer's site.

**The Price for this onsite Rebuild of (2) Traveling Water Screens, Parts Installation and Preventive Maintenance will be as follows:**

**The total Price to complete the above onsite rebuild and work scope for the (2) traveling water screens will be: \$51,652.00**

\*Note- This price is for the Rebuild Labor Service only and does not include any Parts. The parts will be purchased from Evoqua based on the quotations **10270712** and **10270721** sent with this service proposal by our Evoqua WT Account Representative, Lori Domrzalski.

The above price includes crew travel time to and from the site.

This service includes our premium OEM preventative maintenance package including adjustments and lubrication performed to our Evoqua Water Technologies, LLC manufacturer's specifications to extend the life of your screen, lower your maintenance costs and reduce unnecessary down time. No other screen manufacturer can offer this high level of service.

**All Out of Scope Work will be performed at our Evoqua Daily Rate as noted below:**

- Mobilization to customer site - \$2,942.00
- 8-Hour Daily Rate of \$4,196.00
- 10-Hour Daily Rate of \$5,094.00
- Saturdays will be billed at \$4,922.00 per 8-Hour day
- Sundays and Holidays at \$5,560.00 per 8-Hour day
- Overtime Rates:
  - Weekday and Saturday overtime will be billed at \$450.00 per hour
  - Sunday overtime at \$548.00 per hour



- Standby Rate for Weekdays and Saturdays at \$870.00 per hour
  - Note – Standby rates apply for all customer related and weather-related lost time where our crew is prevented from performing their scheduled scope of work
- Delays caused by Evoqua Industry will not be charged to the customer
- Demobilization from customer site - \$2,942.00
- Should traveling water screen or other equipment repair / service or other work be required, the following rate will apply, as needed:
  - Onsite repair tool package - \$266.00 per day
  - Rigging package - \$354.00 per day
  - Welding package - \$126.00 per day
  - Consumables will be charged at cost plus 15%
- Submersible sludge pump:
  - Should the pumping of mud, silt and debris be required, we can perform this at the daily rates indicated above. A submersible sludge pump with 4" hose and fittings can be supplied at the rate of: \$1,528.00 per day, \$4,583.00 per week or \$13,750.00 per month.
- Underwater video with DVD
  - As an option, Evoqua can supply a burned DVD video of the below deck inspection of the traveling water screens for \$350.00 per day (advance notice required)
- Any additional rental equipment or supplies shall be billed at cost plus 15%

Evoqua Water Technologies, LLC service crews supply:

1. All tools, labor and supervision
2. Topside burning equipment
3. All necessary rigging
4. Welding machine
5. All safety equipment and PPE
6. Diving equipment

Customer to furnish:

1. 110-volt power
2. Tool air
3. Oxy-acetylene gas
4. Sanitary facilities
5. Sufficiently Sized Crane with operator to lift screen and replace. Total Wt. = 13,020 lbs.
6. Fork Truck or Lull if required



7. Clear and unobstructed work area
8. All necessary permits associated with on-site work
9. Lock out and tag out of equipment
10. Operator to operate the screens, or permission to allow Evoqua personnel to operate the screens

Service crew notes:

Evoqua Water Technologies LLC crews work 10-hour days Monday through Saturday with Sunday off unless requested by the customer. We expect this job to take approx. 5 days to complete. There will be no work stoppages for reasons other than our own. All work stoppages not caused by Evoqua will be billed at the daily rates noted in this proposal.

If Evoqua encounters and must remove any mud, silt, or debris, our daily rates will apply. Disposal of the debris, sludge, and mud once it has been removed from the wells will not be in Evoqua's scope, and EWT can supply dive assistance to the customer who would be responsible for the disposal of the material from the site in accordance with local, state, and federal laws and regulations.

If the screens are rust fused to the guides, bolted or lagged to the wall and need to be cut out of the well, the Boot Section grouted to the bottom, or mud pumping required, work will be stopped and customer will be notified. Evoqua daily rates will be charged to the customer for any additional time to remove the screens. If lead base paint, flame sprayed thermoplastic, vinyl or aerosol corrosion protection coatings are encountered additional charges will be billed.

Evoqua accepts no responsibility for any unavoidable site damage such as ruts occurring from trucks or cranes in or around the work site.

Evoqua Water Technologies LLC will supply a factory trained, non-union service crew including

Certified Commercial Divers to complete this work. A 4-man dive service crew will be supplied by Evoqua.

We intend to use a combination UCC crew and Evoqua WT Field Service Technician for this work.

Evoqua is assuming that the overhead bridge crane can handle an approx. max. load of 8,000 lbs. If this is not the case, other plans will need to be made that may change the price listed in this proposal.

The prices quoted do not include any tax which may apply. If you are tax exempt, we will require a copy of your tax exemption certificate at the time of the order.

This proposal is valid for 30 days.



Evoqua Water Technologies LLC payment terms are Net 30 Days.

Any agreement that may result from this proposal will be subject to the Standard Terms and Conditions of Sale as attached to this document.

Should this proposal receive your favorable consideration, Evoqua Water Technologies LLC, will work with you to reach a mutual agreement on the Terms and Conditions of Sale, however;

- A signed Purchase Order along with mutually agreed upon Terms and Conditions must be in our possession before any Evoqua WT services can be provided, our personnel mobilized, or manufacturing of the equipment begins. All purchase orders are to be addressed to Evoqua Water Technologies LLC, 500 Horizon Drive, Suite 503, Chalfont, PA 18914.
- If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity to provide this proposal. If you have any question, please feel free to contact me.

With best regards,

A handwritten signature in dark ink, appearing to read "Lou Weiner".

Lou Weiner  
Regional Manager, Intake Products  
Traveling Water Screen Service & Aftermarket

Tel: +1 (215) 712-7006  
Fax: +1 (215) 822-0389  
[louis.weiner@evoqua.com](mailto:louis.weiner@evoqua.com)

[www.evoqua.com](http://www.evoqua.com)

Please visit our Intake Products Service Website at:  
<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>



## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(Feb 2015)

www.evoqua.com

Page 9 of 12

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal term. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by:

Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

(Feb 2015)



PLEASE NOTE:

**OUR REMIT TO ADDRESS IS DIFFERENT THAN OUR MAILING ADDRESS.**

OUR REMIT TO ADDRESS:

**Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285**

PURCHASE ORDERS SHOULD BE MADE OUT TO OUR MAILING ADDRESS:

**Evoqua Water Technologies LLC  
2155 112<sup>th</sup> Ave.  
Holland, MI 49424**

**Banking Information**

Bank Name: J.P. Morgan Chase Bank, N.A.  
Address: New York, NY 10004

Account Name: Evoqua Water Technologies LLC  
ABA Number: 044000037  
Account Number: 603148011  
Swift Code: CHASUS33  
Wire Number: 021000021  
Remittance Email Address: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

Employer ID Number: 80-0909020  
Duns Number: 15-079-5342



## ***Traveling Water Screen Service and Rebuilds***

***Evoqua Water Technologies. Offers Full Service and Rebuild Capabilities for any Brand Traveling Water Screen Including Our Own Industry Leading OEM Envirex®, Rex®, Link-Belt® and Royce to fit any of Your Plant's Intake Requirements and Budget. Our Services Include:***

- **Onsite Topside Inspections and Screen Evaluations**
- **Dive Inspections**
  - **Complete Written Report covering all components**
  - **Underwater video of inspection**
- **Screen Adjustments**
  - **Done to OEM Factory Specifications. Envirex®, Rex®, Link-Belt® and Royce**
  - **Helps Prevent Premature Wear of Components**
- **Annual Maintenance Contracts**
  - **Equipment is Maintained at OEM Factory Specifications for Extended Life and Reduced Operating Cost**
- **On-Site Repairs Performed in Wet or Dry Well**
  - **Can be Coordinated with Plant Outages**
- **Intake Well Cleaning**
  - **Mud, Silt and Debris removed from immediate screen area**
- **Trash Rakes**
- **Repairs or Refurbishment On or Off-Site, including Extraction of Screen**
- **Emergency Service Available**

**Please visit our Service for more information: <http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>**

**Evoqua Water Technologies LLC**

**Phone: 1-800-207-9490**

[www.evoqua.com](http://www.evoqua.com)

Page 12 of 12



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914  
 USA  
 Sold-to address:  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

## Quotation

Order Date: 12/20/2021  
 Sales Order No.: 10270712  
 Customer No.: 1079768  
 Customer PO No.: CONTRACT CHI1171 SCREEN#1  
 Incoterms (part 1): FCA Free Carrier  
 Incoterms (part 2): SHIPPING POINT  
 Payment Terms: within 30 days Due net  
 Sales Rep: EVOQUA WATER TECHNOLOGIES LLC  
 Contact Person: Lori Domrzalski  
 Phone Number: 215-712-0280

Valid from date: 12/20/2021  
 Valid to date: 01/07/2022

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
001000	W3T56380 SIDE PLATE INSIDE DRIVE SIDE WELDED ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313500	708313500	US	1 EA	4,350.00	4,350.00
002000	W3T31227 SIDE PLATE INSIDE DRIVE WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314300	708314300	US	1 EA	4,395.00	4,395.00
003000	W3T43549 SIDE PLATE MID-SECTION WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708305000	708305000	US	2 EA	525.00	1,050.00
004000	W3T31225 COVER,SIDE PLT UPR ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313900	708313900	US	2 EA	275.00	550.00
005000	W3T42821 SIDE PLATE LOWER COVER ECCN: EAR99 HTS: 8421210000 Customer P/N: 708301400	708301400	US	2 EA	110.00	220.00
006000	W3T31216 HEAD SHAFT KEY DETAIL ECCN: EAR99 HTS: 8421990040 Customer P/N: 708310300	708310300	US	2 EA	30.00	60.00



## Quotation

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 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

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 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
007000	SHAFT SEAL ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314500	W3T31229 ,708314500	US	2 EA	145.00	290.00
008000	ADJUSTING NUT ASSEMBLY ECCN: EAR99 HTS: 8421990040 Customer P/N: 708306000	W3T56371 ,708306000	US	2 EA	525.00	1,050.00
009000	NUT,JAM 1.5 316SS ECCN: EAR99 HTS: 8421990040 Customer P/N: 841-21311	W2T385441 ,841-21311	US	2 EA	30.00	60.00
010000	BEARING,THRST 1.51"B 2.86"OD; ECCN: EAR99 HTS: 8421210000 Customer P/N: 0323-003-004	W2T351798 ,0323-003-004	US	2 EA	120.00	240.00
011000	SPRING,COMP 9254 10"L 0.71"D; ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313000	W2T342724 ,708313000	US	4 EA	625.00	2,500.00
012000	SPRING TAKE-UP BAR WELDMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313200	W3T56376 ,708313200	US	2 EA	855.00	1,710.00
013000	HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE FOR ABOVE PARTS	W3T219820	US	1 EA	150.00	150.00



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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
014000	W2T259691 BUSHING, THORDON 3.44" ID ECCN: EAR99 HTS: 8421210000 Customer P/N: 0285-385-001	.0285-385-001	US	2 EA	1,000.00	2,000.00
015000	W3T44597 INSERT, TOOTH, STN STL, WITH HARDWARE ECCN: EAR99 HTS: 7307199060 Customer P/N: 0833-017-002.HDW	.0833-017-002.HDW	US	12 EA	110.00	1,320.00
016000	W3T379042 BOOT TRACK WELDMENT - RIGHT HAND HTS: 8421210000 Customer P/N: 708502900		US	1 EA	2,075.00	2,075.00
017000	W3T379041 BOOT TRACK WELDMENT - LEFT HAND HTS: 8421210000 Customer P/N: 708503000		US	1 EA	2,075.00	2,075.00
018000	W3T37723 BOOT TRACK ANGLE CLIP ECCN: EAR99 HTS: 8421210000 Customer P/N: 708502800	.708502800	US	8 EA	28.00	224.00
019000	W2T343694 MAIN TRAY CHAIN ASSEMBLY LEFT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-A	.CHI1089-115-A	US	40 FT	250.00	10,000.00
020000	W2T343695 MAIN TRAY CHAIN ASSEMBLY RIGHT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1189-115-B	.CHI1089-115-B	US	40 FT	250.00	10,000.00



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 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
021000	W2T256823 BOLT,CARR 0.75"-10UNC X 1.75" LG 304SS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 9904-950-005	,9904-950-005	US	85 EA	25.00	2,125.00
022000	W2T261359 NUT,LOCK 0.75"D UNC 316SS; ECCN: EAR99 HTS: 7318160060 Customer P/N: 7087-100-008	,7087-100-008	US	85 EA	7.00	595.00
023000	W2T260457 SEAL PLATE,TRAY,7.5" X 24" X, ECCN: EAR99 HTS: 8421210000 Customer P/N: 0499-030-008	,0499-030-008	US	85 EA	19.00	1,615.00
024000	W3T25218 DRIVE ASSEMBLY ECCN: EAR99 Customer P/N: NEW PART# NEEDED		1 EA		12,500.00	12,500.00
025000	W3T31280 SPROCKET SEGMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 783318100	,783318100	US	3 EA	1,200.00	3,600.00
026000	W2T247519 SCREW HEXHD 0.875-9x7.00 18-8SS ECCN: EAR99 HTS: 7318158030 Customer P/N: 11543322	,11543322	US	9 EA	18.00	162.00
027000	W2T248248 NUT;LOCK;0.875 IN DIA;UNC;SS18-8; 9 TPI ECCN: EAR99 HTS: 8421210000 Customer P/N: 10043311	,10043311	US	9 EA	7.00	63.00





## Quotation

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 CHALFONT PA 18914

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 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
028000	W2T342843 SPROCKET,LUG SPCR ECCN: EAR99 HTS: 8421210000 Customer P/N: 783311100	,783311100	US	9 EA	16.00	144.00
029000	W2T339470 STRAND OF SS3188 DRIVE CHAIN, 2.609, ECCN: EAR99 HTS: 8421210000 Customer P/N: 1591-200-001	,1591-200-001	US	1 EA	1,700.00	1,700.00
030000	W3T219820 HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE		US	1 EA	125.00	125.00

For domestic shipments the following applies:  
 These commodities are sold for domestic consumption. Any export of these commodities must be made in accordance with applicable US laws.  
 For export shipments from the US the following applies:  
 These commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations Diversion contrary to US law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear chemical/biological or missile weapons activities.

Applicable taxes to be added at time of invoicing

Net Total 66,948.00 USD  
 Shipping & Handling 0.00 USD

Ship-to address  
 PASSAIC VALLEY WATER TREATMENT PLAN  
 800 UNION AVE  
 TOTOWA NJ 07512-2211

Bill-to address  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Packing Instruction:



Evoqua Water Technologies LLC  
500 Horizon Dr, Suite 503  
CHALFONT PA 18914

**Sold-to address:**  
PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVE  
CLIFTON NJ 07011-2170

## Quotation

Order Date: 12/20/2021  
Sales Order No.: 10270712

PRICE INCLUDES FREIGHT.

SHIP SCHEDULE: 10 - 12 WEEKS AFTER RECEIPT OF ORDER.

**Special Instruction:**

\* PLEASE NOTE: W3T25218 IS A TEMPORARY PART NUMBER FOR QUOTING PURPOSES ONLY. A NEW PERMANENT PART NUMBER WILL BE SUPPLIED WHEN AN ORDER IS PLACED FOR THE ITEM.

EVOQUA STANDARD TERMS AND CONDITIONS APPLY.



Evoqua Water Technologies LLC

EVOQUA WATER TECHNOLOGIES LLC  
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially



Evoqua Water Technologies LLC

conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "#Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules



Evoqua Water Technologies LLC

and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with



Evoqua Water Technologies LLC

Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

LANGUAGE EN



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914  
 USA  
**Sold-to address:**  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

## Quotation

**Order Date:** 12/20/2021  
**Sales Order No.:** 10270721  
**Customer No.:** 1079768  
**Customer PO No.:** CONTRACT CHI1171 SCREEN#2  
**Incoterms (part 1):** FCA Free Carrier  
**Incoterms (part 2):** SHIPPING POINT  
**Payment Terms:** within 30 days Due net  
**Sales Rep:** EVOQUA WATER TECHNOLOGIES LLC  
**Contact Person:** Lori Domrzalski  
**Phone Number:** 215-712-0280

Valid from date: 12/20/2021  
 Valid to date: 01/07/2022

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
001000	W3T56380 SIDE PLATE INSIDE DRIVE SIDE WELDED ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313500	708313500	US	1 EA	4,350.00	4,350.00
002000	W3T31227 SIDE PLATE INSIDE DRIVE WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314300	708314300	US	1 EA	4,395.00	4,395.00
003000	W3T43549 SIDE PLATE MID-SECTION WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708305000	708305000	US	2 EA	525.00	1,050.00
004000	W3T31225 COVER,SIDE PLT UPR ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313900	708313900	US	2 EA	275.00	550.00
005000	W3T42821 SIDE PLATE LOWER COVER ECCN: EAR99 HTS: 8421210000 Customer P/N: 708301400	708301400	US	2 EA	110.00	220.00
006000	W3T31216 HEAD SHAFT KEY DETAIL ECCN: EAR99 HTS: 8421990040 Customer P/N: 708310300	708310300	US	2 EA	30.00	60.00



## Quotation

Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
007000	SHAFT SEAL ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314500	W3T31229 ,708314500	US	2 EA	145.00	290.00
008000	ADJUSTING NUT ASSEMBLY ECCN: EAR99 HTS: 8421990040 Customer P/N: 708306000	W3T56371 ,708306000	US	2 EA	525.00	1,050.00
009000	NUT,JAM 1.5 316SS ECCN: EAR99 HTS: 8421990040 Customer P/N: 841-21311	W2T385441 ,841-21311	US	2 EA	30.00	60.00
010000	BEARING,THRST 1.51"B 2.86"OD; ECCN: EAR99 HTS: 8421210000 Customer P/N: 0323-003-004	W2T351798 ,0323-003-004	US	2 EA	120.00	240.00
011000	SPRING,COMP 9254 10"L 0.71"D; ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313000	W2T342724 ,708313000	US	4 EA	625.00	2,500.00
012000	SPRING TAKE-UP BAR WELDMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313200	W3T56376 ,708313200	US	2 EA	855.00	1,710.00
013000	HARDWAREKIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE FOR ABOVE PARTS	W3T219820	US	1 EA	1,000.00	1,000.00





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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
014000	W2T259691 BUSHING, THORDON 3.44" ID ECCN: EAR99 HTS: 8421210000 Customer P/N: 0285-385-001	,0285-385-001	US	2 EA	1,000.00	2,000.00
015000	W3T40667 ROUND TG&P 3.44 X TABLE 1045 ECCN: EAR99 HTS: 8421990040 Customer P/N: 708307717 HEAD SHAFT	,708307717	US	1 EA	5,075.00	5,075.00
016000	W3T44597 INSERT, TOOTH, STN STL, WITH HARDWARE ECCN: EAR99 HTS: 7307199060 Customer P/N: 0833-017-002.HDW	,0833-017-002.HDW	US	12 EA	110.00	1,320.00
017000	W3T379042 BOOT TRACK WELDMENT - RIGHT HAND HTS: 8421210000 Customer P/N: 708502900		US	1 EA	2,075.00	2,075.00
018000	W3T379041 BOOT TRACK WELDMENT - LEFT HAND HTS: 8421210000 Customer P/N: 708503000		US	1 EA	2,075.00	2,075.00
019000	W3T37723 BOOT TRACK ANGLE CLIP ECCN: EAR99 HTS: 8421210000 Customer P/N: 708502800	,708502800	US	8 EA	28.00	224.00
020000	W2T343694 MAIN TRAY CHAIN ASSEMBLY LEFT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-A	,CHI1089-115-A	US	40 FT	250.00	10,000.00



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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
021000	W2T343695 ,CHI1089-115-B MAIN TRAY CHAIN ASSEMBLY RIGHT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-B		US	40 FT	250.00	10,000.00
022000	W2T256823 ,9904-950-005 BOLT,CARR 0.75"-10UNC X 1.75" LG 304SS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 9904-950-005		US	85 EA	25.00	2,125.00
023000	W2T261359 ,7087-100-008 NUT,LOCK 0.75"D UNC 316SS; ECCN: EAR99 HTS: 7318160060 Customer P/N: 7087-100-008		US	85 EA	7.00	595.00
024000	W2T260457 ,0499-030-008 SEAL PLATE,TRAY,7.5" X 24" X, ECCN: EAR99 HTS: 8421210000 Customer P/N: 0499-030-008		US	85 EA	19.00	1,615.00
025000	W2T339310 ,1551-027-114 SPROCKET,SS3168 7T, 2.25"B KSSS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 1551-027-114		US	1 EA	495.00	495.00
026000	W3T31280 ,783318100 SPROCKET SEGMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 783318100		US	3 EA	1,200.00	3,600.00
027000	W2T247519 ,11543322 SCREW HEXHD 0.875-9x7.00 18-8SS ECCN: EAR99 HTS: 7318158030 Customer P/N: 11543322		US	9 EA	18.00	162.00



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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
028000	W2T248248 ,10043311 NUT,LOCK,0.875 IN DIA,UNC,SS18-8; 9 TPI ECCN: EAR99 HTS: 8421210000 Customer P/N: 10043311		US	9 EA	7.00	63.00
029000	W2T342843 ,783311100 SPROCKET,LUG SPCR ECCN: EAR99 HTS: 8421210000 Customer P/N: 783311100		US	9 EA	16.00	144.00
030000	W2T339470 ,1591-200-001 STRAND OF SS3188 DRIVE CHAIN, 2.609, ECCN: EAR99 HTS: 8421210000 Customer P/N: 1591-200-001		US	1 EA	1,700.00	1,700.00
031000	W3T219820 HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE KIT		US	1 EA	125.00	125.00



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For domestic shipments the following applies:  
These commodities are sold for domestic consumption. Any export of these commodities must be made in accordance with applicable US laws.  
For export shipments from the US the following applies:  
These commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations Diversion contrary to US law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear chemical/biological or missile weapons activities.

Applicable taxes to be added at time of invoicing

Net Total	60,868.00 USD
Shipping & Handling	0.00 USD

**Ship-to address**  
PASSAIC VALLEY WATER TREATMENT PLAN  
800 UNION AVE  
TOTOWA NJ 07512-2211

**Bill-to address**  
PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVE  
CLIFTON NJ 07011-2170

**Shipping Instruction:**  
PRICE INCLUDES FREIGHT.

SHIP SCHEDULE: 10 - 12 WEEKS AFTER RECEIPT OF ORDER. **Terms and Conditions:**

EVOQUA STANDARD TERMS AND CONDITIONS APPLY.



Evoqua Water Technologies LLC

EVOQUA WATER TECHNOLOGIES LLC  
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially



Evoqua Water Technologies LLC

conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "#Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules



Evoqua Water Technologies LLC

and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with



Evoqua Water Technologies LLC

Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

LANGUAGE EN



**EVOQUA WATER TECHNOLOGIES LLC**

**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's we should probably request 60 days provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions, can we modify? 18
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. months from performance of services. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller warrants to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(Feb 2015)

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Page 9 of 12



9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by:

Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

(Feb 2015)

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body

FROM:

DATE:

SUBJECT: This is a contract for Travel Water Screen On-Site Rebuild, Adjustment and Preventative Maintenance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Evoqua Water Technologies

Cost: \$51,652.00

Duration: 1 month

Purpose: repair/maintenance of travelling screens

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**  
Provide labor for complete rebuild of existing travelling screens.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**  
Purchase of the repair parts for this projects is being performed under separate invoice. The parts must be procured from Evoqua because this equipment is manufactured by Evoqua (proprietary). Evoqua trained mechanics will replace the parts in order to receive the maximum warranty period. NJSA 40A:11-5(1)(i) exempts equipment repair services and the necessary parts from public bidding if in the nature of an extraordinary unspecifiable service.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**  
Evoqua has performed the dive inspection of the equipment and prepared the summary report of all work to be performed. A complete rebuild is recommended. The equipment to be built is manufactured by Evoqua so the parts must be provided by Evoqua. Evoqua has the expertise, training and reputation required to repair their own proprietary equipment. Preparing written specifications without extensive input by the manufacturer would not be possible. The manufacturer would have the competitive edge over all other bidders.
4. **Describe the informal solicitation of quotations:**  
No other quotes were requested due to the proprietary nature of the work and the quote being just 17% over the bid threshold.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

10-02-02

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body  
FROM:  
DATE:  
SUBJECT: This is a contract for Travel Water Screen On-Site Rebuild, Adjustment and Preventative Maintenance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Evoqua Water Technologies  
Cost: \$51,652.00  
Duration: 1 month  
Purpose: repair/maintenance of travelling screens

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**  
Provide labor for complete rebuild of existing travelling screens.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**  
Purchase of the repair parts for this projects is being performed under separate invoice. The parts must be procured from Evoqua because this equipment is manufactured by Evoqua (proprietary). Evoqua trained mechanics will replace the parts in order to receive the maximum warranty period. NJSA 40A:11-5(1)(i) exempts equipment repair services and the necessary parts from public bidding if in the nature of an extraordinary unspecifiable service.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**  
Evoqua has performed the dive inspection of the equipment and prepared the summary report of all work to be performed. A complete rebuild is recommended. The equipment to be built is manufactured by Evoqua so the parts must be provided by Evoqua. Evoqua has the expertise, training and reputation required to repair their own proprietary equipment. Preparing written specifications without extensive input by the manufacturer would not be possible. The manufacturer would have the competitive edge over all other bidders.
4. **Describe the informal solicitation of quotations:**  
No other quotes were requested due to the proprietary nature of the work and the quote being just 17% over the bid threshold.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

10-02-02



September 09, 2021

Passaic Valley Water Commission  
800 Union Blvd  
Totowa, NJ 07512

Attn: Patricia Dannhardt

Subject: Rebuild of Traveling Water Screens  
Evoqua Contract CHI1171 (circa 2008)  
Evoqua Proposal Numbers 20172, 10235101 and 10235179

Dear Ms. Dannhardt:

Evoqua Water Technologies LLC is the Original Equipment Manufacturer (OEM) of the leading legacy Traveling Water Screen brands such as Chain-Belt, Rex®, Envirex, Royce, Link-Belt®, FMC, USFilter, and Siemens Water Technologies. This letter is to confirm that Evoqua is the Original Equipment Manufacturer (OEM) of the existing Siemens Water Technologies Thru-Flow Traveling Water Screen at the Passaic Valley Water Commission Plant.

As the OEM for the existing Passaic Valley Water Traveling Water Screens, we hold all the original historic detailed design drawings for these Traveling Water Screens and are the sole provider of OEM replacement Traveling Water Screens and Parts.

Our proposals for an On-Site Rebuild and OEM parts replacement ensures the parts that conform to the original form, fit and function of the existing Traveling Water Screen, assuring an exact fit and operational function per the original contract / order number CHI1171. The On-Site Rebuild of the Traveling Water Screen will be performed by Evoqua Factory Trained Service Technicians who are Evoqua employees.

As the OEM for the Traveling Water Screen, no other company is able to make these claims.

In addition as the OEM for your traveling water screen, we will extend our standard warranty under the condition that Passaic Valley purchases the quoted parts and service from Evoqua Water Technologies. Our standard warranty is twelve (12) months from initial operations. We will extend the warranty to twenty-four (24) from initial operations. The warranty will only cover the quoted installation work and OEM parts.

Should additional information be required, please do not hesitate to contact me directly at (215) 712-7006 or email at [louis.weiner@evoqua.com](mailto:louis.weiner@evoqua.com).



Evoqua Water Technologies LLC also invites you to visit its web site at <http://www.evoqua.com>.

Best Regards,

A handwritten signature in cursive script that reads "Lou Weiner".

Lou Weiner  
Regional Manager, Intake Products  
Traveling Water Screen Service & Aftermarket  
Tel: +1 (215) 712-7006  
Fax: +1 (215) 822-0389

[louis.weiner@evoqua.com](mailto:louis.weiner@evoqua.com)  
[www.evoqua.com](http://www.evoqua.com)

Please visit our Intake Products Service Website at:  
<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>

**RESOLUTION # 22-020**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**COMPLETE REBUILD OF TRAVELING SCREENS AT THE LITTLE FALLS WATER TREATMENT PLANT SCREEN HOUSE**

**DATE OF ADOPTION:** FEBRUARY 23, 2022

Approved as to form and legality by the Law Department on basis of facts set forth by the Purchasing and Engineering Department.

Introduced by Commissioner: Ronald Van Rensalier

Seconded by Commissioner: Ruby Cotton

**WHEREAS**, the Passaic Valley Water Commission ("PVWC") wishes to perform a complete on-site rebuild of the two (2) traveling screens located at the Little Falls Water Treatment Plant Screen House Building under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

**WHEREAS**, Evoqua Water Technologies LLC of Chalfont, Pennsylvania ("Evoqua") has provided PVWC with Proposal #22024, Quotation #10270712 and Quotation #1020721, in the total amount of \$179,468.00, to furnish all replacements parts required for the complete rebuild of each traveling screen and for installation of these parts; and

**WHEREAS**, Evoqua was the manufacturer of said equipment installed at the Screen House in 2008; and

**WHEREAS**, Evoqua is the sole provider of Original Equipment Manufacturer (OEM) replacement screens and parts with the installation to be performed by Evoqua Factory Trained Service Technicians employed by Evoqua; and

**WHEREAS**, the use of OEM replacement parts will ensure the parts will conform to the original form, fit and function of the existing Traveling Screens and assure an exact fit and operational function per the original 2008 contract, Order Number CHI1171; and



**WHEREAS**, as the OEM-installer for said equipment, Evoqua will provide the Commission with a twenty-four (24) month warranty from initial operations; and

**WHEREAS**, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

**WHEREAS**, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

**WHEREAS**, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable) than the "public benefit of permitting 'brand name or equivalent' and the benefits of ... competition", the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

**WHEREAS**, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

**WHEREAS**, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC's Assistant Buyer, Lisa Bresemann, prepared a Certification addressed to the Executive Director, General Counsel, and Chief Financial Officer to demonstrate entitlement to use the Proprietary Goods Exception which



is attached hereto as Exhibit A, the contents of which are deemed incorporated into this Resolution as set forth herein; and

**WHEREAS**, the Executive Director, General Counsel, and Chief Financial Officer reviewed the Certification and concur with the findings of the Assistant Buyer and ask the Commissioners to authorize the PVWC to designate the traveling screens and parts as proprietary goods henceforth; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, Evoqua's proposal, quotations and other relevant correspondences are attached hereto and made a part hereof as Exhibit C; and

**WHEREAS**, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the traveling screens and parts under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That appropriate officials and employees of the PVWC be and are hereby directed to procure the traveling screens and parts in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 23, 2022.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**CERTIFICATION OF THE PVWC'S ASSISTANT BUYER, LISA  
BRESEMANN, QPA, PURSUANT TO N.J.A.C. § 5:34-9.1, DATED  
FEBRUARY 19, 2022 IN SUPPORT OF THE PVWC'S REQUEST TO  
PROCURE OEM TRAVELING SCREENS AND PARTS BY THE  
PROPRIETARY GOODS EXCEPTION TO THE  
LOCAL PUBLIC CONTRACT LAW**

**EXHIBIT A**



PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVENUE • P.O. BOX 230  
CLIFTON, NEW JERSEY 07011 • (973) 340-4300  
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Rigoberto Sanchez, President, Passaic  
Gerald Friend, Vice President, Clifton  
Carmen Depadua, Treasurer, Paterson  
Ruby N. Cotton, Secretary, Paterson  
Joseph Kolodziej, Commissioner, Clifton  
Jeffrey Levine, Commissioner, Paterson  
Ronald Van Rensalier, Commissioner, Passaic

**Certification**

of PVWC Assistant Buyer, Lisa Bresemann, QPA  
pursuant to N.J.A.C. § 5:34-9.1

**TO:** James Mueller, Executive Director  
Yaacov M. Brisman, General Counsel  
Yitzchak Weiss, Chief Financial Officer

**RE:** **Complete Rebuild of Traveling Screens at the Little Falls Water Treatment Plant Screen House**

1. I, Lisa Bresemann, QPA, am the Assistant Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure from the Original Equipment Manufacturer (OEM), Evoqua Water Technologies ("Evoqua"), replacement screens and parts for the complete rebuild of two traveling screens at the Little Falls Water Treatment Plant Screen House as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. Currently, PVWC procures replacement parts for this equipment from Evoqua without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
4. Evoqua has provided a letter, dated September 9, 2021 and is on file in the PVWC Buyers office, verifying that Evoqua is the sole provider of OEM replacement screens and parts which will assure an exact fit and operational function per the original 2008 contract, Order Number CHI1171, and all OEM parts are to be performed by Evoqua Factory Trained Service Technicians.
5. The PVWC recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure the OEM replacement screens and parts as proprietary goods.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 2/19/2022

---

Lisa Bresemann, Assistant Buyer  
Passaic Valley Water Commission

**PASSAIC VALLEY WATER COMMISSION**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**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:**      **Complete Rebuild of Traveling Screens at  
The Little Falls Water Treatment Plant  
Screen House**

Amount of Project or Contract: **\$179,468.00**

Evoqua Water Systems

1. Acct: # 001-0901-419-95-11 – Capital/Facilities Operating Equipment

Specific Appropriation to which expenditures will be charged: Budget 2022

Other comments: Single Purchase: February 2022

**Date of Certification: 02/22/2022 Certified: \$179,469.00**

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**PASSAIC VALLEY WATER COMMISSION**

**EVOQUA PROPOSAL #22024 – LABOR**

**EVOQUA QUOTATION #10270712 – PARTS FOR SCREEN #1**

**EVOQUA QUOTATION #1020721 – PARTS FOR SCREEN #2**

**MISCELLANEOUS CORRESPONDENCES**

**EXHIBIT C**



**Traveling Water Screen On-Site Rebuild, Adjustment and  
Preventive Maintenance  
Passaic Valley Water Commission  
Proposal #22024**

December 22, 2020

Passaic Valley Water Commission  
800 Union Blvd.  
Totowa, NJ 07512

Attn: Michael Marotta

Subject: Evoqua Water Technologies Proposal 22024 for the Onsite Rebuild of (2) Traveling Water Screens  
at Passaic Valley Water Commission

Dear Mr. Marotta,

Evoqua Water Technologies, LLC is pleased to provide this proposal to mobilize our factory trained Traveling Water Screen Service/Commercial Dive Crew to the Passaic Valley Water Commission site to perform an Onsite Rebuild, adjustments and Preventive Maintenance for the (2) traveling water screens supplied in 2008 on our Evoqua Water Technologies Contract No. CHI1171 as our Legacy Brand Name of Siemens Water Technologies. The screens have 10'-0" basket width x 14'-0" vertical centers

**Evoqua is the original equipment manufacturer (OEM) of your existing Water Screen equipment, and as such we have all the original drawing and design information. No other supplier can make this statement.**

**Work Scope Description:**

- Prior to the arrival of the Evoqua crew, all parts must be at the site, and the customer's personnel will stage them near the Traveling Water Screens.
- Evoqua will then mobilize our factory trained dive service crew to the Passaic Valley Water Commission Plant. Once on site, the crew will set-up equipment and proceed with the onsite rebuild, parts replacement, adjustment back to factory OEM specifications and perform preventive maintenance for the two water screens referenced above.
- **\*Note-** Passaic Valley Water Commission Plant personnel must temporarily shut down the pumps or isolate them for the safety of the divers while in the water during this work.





- The crew will work on each screen individually utilizing a customer supplied crane and operator for lifting and moving the water screen and parts. Total Wt. per screen = 13,020 lbs. A customer supplied fork truck or lull may also be required for moving and installing the parts listed below.
- The screens will be removed from their respective wells to be rebuilt and they will be placed in a safe laydown area for the work to commence. Once in the laydown area the rebuild and parts installation will be performed. The parts will be purchased from Evoqua based on one of the separate quotation sent with this service proposal by our Evoqua WT Account Representative, Lori Domrzalski.

**The Following Parts are Required for Each Traveling Water Screen**

- Screen #1**
- (2) Shaft seal
  - (2) Adjusting nut assembly
  - (2) Jam nuts
  - (2) Thrust bearings
  - (4) Springs
  - (2) Spring take-up bar weldment
  - (1) Hardware kit
  - (2) THORDON BEARINGS
  - (12) Tooth inserts with hardware – 0833-017-002.HDW
  - (1) Upper boot tracking – 708502900
  - (1) Upper boot tracking – 708503000
  - (8) Boot tracking angle mounts - 708502800
  - (40) Feet Main Chain LH – CHI1089-115-A
  - (40) Feet Main Chain RH – CHI1089-115-B
  - (85) Carriage Bolt – 9904-950-005
  - (85) Lock Nut – 7087-100-008
  - (85) Seal Plate – 0499-030-008
  - (1) Drive Assembly – 7078-02400
  - (3) Driven Sprocket Segment - 783318100
  - (9) Bolts – 11543322
  - (9) Lock Nuts – 10043311
  - (9) Spacer – 783311100
  - (1) Strand Drive Chain – 1591-200-001
  - (1) Hardware Kit – Consist of:
    - (8) Screw – 10091910
    - (8) Hex Nut – 10038805
    - (8) Washer – 10038304
    - (8) Hex Nut – 10038804
    - (8) Jam Nut – 10047703



**Screen #2**

- (2) Shaft seal**
- (2) Adjusting nut assembly**
- (2) Jam nuts**
- (2) Thrust bearings**
- (4) Springs**
- (2) Spring take-up bar weldment**
- (1) Hardware kit**
- (2) THORDON BEARINGS**
- (1) TG&P round**
- (12) Tooth inserts with hardware – 0833-017-002.HDW**
- (1) Upper boot tracking – 708502900**
- (1) Upper boot tracking – 708503000**
- (8) Boot tracking angle mounts - 708502800**
- (40) Feet Main Chain LH – CHI1089-115-A**
- (40) Feet Main Chain RH – CHI1089-115-B**
- (85) Carriage Bolt – 9904-950-005**
- (85) Lock Nut – 7087-100-008**
- (85) Seal Plate – 0499-030-008**
- (1) Drive Sprocket – 1551-027-114**
- (3) Driven Sprocket Segment - 783318100**
- (9) Bolts – 11543322**
- (9) Lock Nuts – 10043311**
- (9) Spacer – 783311100**
- (1) Strand Drive Chain – 1591-200-001**
- (1) Hardware Kit – Consist of:**
  - (8) Screw – 10091910**
  - (8) Hex Nut – 10038805**
  - (8) Washer – 10038304**
  - (8) Hex Nut – 10038804**
  - (8) Jam Nut – 10047703**

- Following the onsite rebuild of each screen (one at a time), the crew will reinstall each one utilizing a customer supplied crane and operator for lifting and moving the water screen and parts. Total Wt. per screen = 13,020 lbs.
- After completion of the rebuild and installation back in the intake wells, the rebuilt water screens will be test-run and the operation will be observed and verified to ensure extended life of your equipment. The screen will receive initial lubrication and adjustments, as necessary. An operator from the site will be required during the service to operate the screens, or permission granted to allow our crew to operate them.
- During this service complete inspection, adjustment and preventive maintenance will be performed.

**Below is a list of items that will be checked, (but not limited to only these items)**

1. Main carrier chain checked for proper tension, and inspected for wear and proper tolerances
2. The crew will assist and instruct plant personnel on lubrication of the main carrier chain if not a non-lubricated design
3. The basket to chain hardware will be checked for tightness and retightened if required
4. Baskets will be inspected for signs of rubbing and wear, damage to the mesh, signs of high differential or other damage
5. The basket seal plates will be inspected for wear and damage
6. The drive assembly will be observed while operating and visibly inspected for wear, vibration, proper fluid levels, etc.
7. The drive and driven sprockets will be inspected for wear and hooking
8. The drive chain will be inspected for wear, stretching, proper lubrication, etc. The crew will instruct plant personnel in adjusting and lubricating the chain, if necessary
9. Alignment of the drive sprocket, driven sprocket and chain will be checked
10. The spray headers and nozzles will be inspected for potential clogging, nozzle wear patterns, proper spray and overlap and effective cleaning of the mesh
11. The head sprocket tooth inserts will be inspected for wear, and attachment hardware checked for tightness and retightened if required
12. The take-up bearing housings will be inspected for corrosion and wear. The bushing will be inspected for wear and life expectancy
13. The take-up rods will be inspected for corrosion and wear to the threads
14. The capstan adjusting nuts and thrust bearings will be inspected
15. The crew will assist and instruct plant personnel on lubrication of the take-up bearings.
16. The chain track guides will be inspected for wear
17. Where visible, the screen frame side panels and cross (X) bracing will be inspected for wear and corrosion
18. The screen cross ties will be inspected for corrosion and correct tolerance
19. The foot terminal will be inspected for tolerance and corrosion
20. The boot section side panels will be inspected for wear, corrosion and tolerances



21. The boot plate will be inspected for wear from the chain and baskets, corrosion and tolerances
  22. A sample of the frame hardware (as visible and accessible) will be inspected for corrosion, integrity and life expectancy
  23. The well will be checked for any accumulated mud, silt and debris. If required, Pumping can be performed at the daily rates noted below
  24. The fiberglass housings and discharge troughs will be inspected for damage
- Upon completion of the above scope, the crew will demobilize from the customer's site.

**The Price for this onsite Rebuild of (2) Traveling Water Screens, Parts Installation and Preventive Maintenance will be as follows:**

**The total Price to complete the above onsite rebuild and work scope for the (2) traveling water screens will be: \$51,652.00**

\*Note- This price is for the Rebuild Labor Service only and does not include any Parts. The parts will be purchased from Evoqua based on the quotations **10270712** and **10270721** sent with this service proposal by our Evoqua WT Account Representative, Lori Domrzalski.

The above price includes crew travel time to and from the site.

This service includes our premium OEM preventative maintenance package including adjustments and lubrication performed to our Evoqua Water Technologies, LLC manufacturer's specifications to extend the life of your screen, lower your maintenance costs and reduce unnecessary down time. No other screen manufacturer can offer this high level of service.

**All Out of Scope Work will be performed at our Evoqua Daily Rate as noted below:**

- Mobilization to customer site - \$2,942.00
- 8-Hour Daily Rate of \$4,196.00
- 10-Hour Daily Rate of \$5,094.00
- Saturdays will be billed at \$4,922.00 per 8-Hour day
- Sundays and Holidays at \$5,560.00 per 8-Hour day
- Overtime Rates:
  - Weekday and Saturday overtime will be billed at \$450.00 per hour
  - Sunday overtime at \$548.00 per hour



- Standby Rate for Weekdays and Saturdays at \$870.00 per hour
  - Note – Standby rates apply for all customer related and weather-related lost time where our crew is prevented from performing their scheduled scope of work
- Delays caused by Evoqua Industry will not be charged to the customer
- Demobilization from customer site - \$2,942.00
- Should traveling water screen or other equipment repair / service or other work be required, the following rate will apply, as needed:
  - Onsite repair tool package - \$266.00 per day
  - Rigging package - \$354.00 per day
  - Welding package - \$126.00 per day
  - Consumables will be charged at cost plus 15%
- Submersible sludge pump:
  - Should the pumping of mud, silt and debris be required, we can perform this at the daily rates indicated above. A submersible sludge pump with 4" hose and fittings can be supplied at the rate of: \$1,528.00 per day, \$4,583.00 per week or \$13,750.00 per month.
- Underwater video with DVD
  - As an option, Evoqua can supply a burned DVD video of the below deck inspection of the traveling water screens for \$350.00 per day (advance notice required)
- Any additional rental equipment or supplies shall be billed at cost plus 15%

Evoqua Water Technologies, LLC service crews supply:

1. All tools, labor and supervision
2. Topside burning equipment
3. All necessary rigging
4. Welding machine
5. All safety equipment and PPE
6. Diving equipment

Customer to furnish:

1. 110-volt power
2. Tool air
3. Oxy-acetylene gas
4. Sanitary facilities
5. Sufficiently Sized Crane with operator to lift screen and replace. Total Wt. = 13,020 lbs.
6. Fork Truck or Lull if required



7. Clear and unobstructed work area
8. All necessary permits associated with on-site work
9. Lock out and tag out of equipment
10. Operator to operate the screens, or permission to allow Evoqua personnel to operate the screens

Service crew notes:

Evoqua Water Technologies LLC crews work 10-hour days Monday through Saturday with Sunday off unless requested by the customer. We expect this job to take approx. 5 days to complete. There will be no work stoppages for reasons other than our own. All work stoppages not caused by Evoqua will be billed at the daily rates noted in this proposal.

If Evoqua encounters and must remove any mud, silt, or debris, our daily rates will apply. Disposal of the debris, sludge, and mud once it has been removed from the wells will not be in Evoqua's scope, and EWT can supply dive assistance to the customer who would be responsible for the disposal of the material from the site in accordance with local, state, and federal laws and regulations.

If the screens are rust fused to the guides, bolted or lagged to the wall and need to be cut out of the well, the Boot Section grouted to the bottom, or mud pumping required, work will be stopped the and customer will be notified. Evoqua daily rates will be charged to the customer for any additional time to remove the screens. If lead base paint, flame sprayed thermoplastic, vinyl or aerosol corrosion protection coatings are encountered additional charges will be billed.

Evoqua accepts no responsibility for any unavoidable site damage such as ruts occurring from trucks or cranes in or around the work site.

Evoqua Water Technologies LLC will supply a factory trained, non-union service crew including

Certified Commercial Divers to complete this work. A 4-man dive service crew will be supplied by Evoqua.

We intend to use a combination UCC crew and Evoqua WT Field Service Technician for this work.

Evoqua is assuming that the overhead bridge crane can handle an approx. max. load of 8,000 lbs. If this is not the case, other plans will need to be made that may change the price listed in this proposal.

The prices quoted do not include any tax which may apply. If you are tax exempt, we will require a copy of your tax exemption certificate at the time of the order.

This proposal is valid for 30 days.



Evoqua Water Technologies LLC payment terms are Net 30 Days.

Any agreement that may result from this proposal will be subject to the Standard Terms and Conditions of Sale as attached to this document.

Should this proposal receive your favorable consideration, Evoqua Water Technologies LLC, will work with you to reach a mutual agreement on the Terms and Conditions of Sale, however:

- A signed Purchase Order along with mutually agreed upon Terms and Conditions must be in our possession before any Evoqua WT services can be provided, our personnel mobilized, or manufacturing of the equipment begins. All purchase orders are to be addressed to Evoqua Water Technologies LLC, 500 Horizon Drive, Suite 503, Chalfont, PA 18914.
- If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity to provide this proposal. If you have any question, please feel free to contact me.

With best regards,

A handwritten signature in dark ink, appearing to read "Lou Weiner".

Lou Weiner  
Regional Manager, Intake Products  
Traveling Water Screen Service & Aftermarket

Tel: +1 (215) 712-7006  
Fax: +1 (215) 822-0389  
[louis.weiner@evoqua.com](mailto:louis.weiner@evoqua.com)

[www.evoqua.com](http://www.evoqua.com)

Please visit our Intake Products Service Website at:  
<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>

## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/8% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(Feb 2015)

www.evoqua.com

Page 9 of 12





9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by:

Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

(Feb 2015)



PLEASE NOTE:

**OUR REMIT TO ADDRESS IS DIFFERENT THAN OUR MAILING ADDRESS.**

OUR REMIT TO ADDRESS:

**Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285**

PURCHASE ORDERS SHOULD BE MADE OUT TO OUR MAILING ADDRESS:

**Evoqua Water Technologies LLC  
2155 112<sup>th</sup> Ave.  
Holland, MI 49424**

**Banking Information**

Bank Name: J.P. Morgan Chase Bank, N.A.  
Address: New York, NY 10004

Account Name: Evoqua Water Technologies LLC  
ABA Number: 044000037  
Account Number: 603148011  
Swift Code: CHASUS33  
Wire Number: 021000021  
Remittance Email Address: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

Employer ID Number: 80-0909020  
Duns Number: 15-079-5342



## ***Traveling Water Screen Service and Rebuilds***

***Evoqua Water Technologies. Offers Full Service and Rebuild Capabilities for any Brand Traveling Water Screen Including Our Own Industry Leading OEM Envirex®, Rex®, Link-Belt® and Royce to fit any of Your Plant's Intake Requirements and Budget. Our Services Include:***

- **Onsite Topside Inspections and Screen Evaluations**
- **Dive Inspections**
  - **Complete Written Report covering all components**
  - **Underwater video of inspection**
- **Screen Adjustments**
  - **Done to OEM Factory Specifications. Envirex®, Rex®, Link-Belt® and Royce**
  - **Helps Prevent Premature Wear of Components**
- **Annual Maintenance Contracts**
  - **Equipment is Maintained at OEM Factory Specifications for Extended Life and Reduced Operating Cost**
- **On-Site Repairs Performed in Wet or Dry Well**
  - **Can be Coordinated with Plant Outages**
- **Intake Well Cleaning**
  - **Mud, Silt and Debris removed from immediate screen area**
- **Trash Rakes**
- **Repairs or Refurbishment On or Off-Site, including Extraction of Screen**
- **Emergency Service Available**

**Please visit our Service for more information: <http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>**

**Evoqua Water Technologies LLC**

**Phone: 1-800-207-9490**

[www.evoqua.com](http://www.evoqua.com)

Page 12 of 12



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914  
 USA  
**Sold-to address:**  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

## Quotation

Order Date: 12/20/2021  
 Sales Order No.: 10270712  
 Customer No.: 1079768  
 Customer PO No.: CONTRACT CHI1171 SCREEN#1  
 Incoterms (part 1): FCA Free Carrier  
 Incoterms (part 2): SHIPPING POINT  
 Payment Terms: within 30 days Due net  
 Sales Rep: EVOQUA WATER TECHNOLOGIES LLC  
 Contact Person: Lori Domrzalski  
 Phone Number: 215-712-0280

Valid from date: 12/20/2021  
 Valid to date: 01/07/2022

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
001000	W3T56380 SIDE PLATE INSIDE DRIVE SIDE WELDED ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313500	708313500	US	1 EA	4,350.00	4,350.00
002000	W3T31227 SIDE PLATE INSIDE DRIVE WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314300	708314300	US	1 EA	4,395.00	4,395.00
003000	W3T43549 SIDE PLATE MID-SECTION WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708305000	708305000	US	2 EA	525.00	1,050.00
004000	W3T31225 COVER,SIDE PLT UPR ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313900	708313900	US	2 EA	275.00	550.00
005000	W3T42821 SIDE PLATE LOWER COVER ECCN: EAR99 HTS: 8421210000 Customer P/N: 708301400	708301400	US	2 EA	110.00	220.00
006000	W3T31216 HEAD SHAFT KEY DETAIL ECCN: EAR99 HTS: 8421990040 Customer P/N: 708310300	708310300	US	2 EA	30.00	60.00



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

**Sold-to address:**  
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 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

## Quotation

Order Date: 12/20/2021  
 Sales Order No.: 10270712

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
007000	SHAFT SEAL ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314500	W3T31229 ,708314500	US	2 EA	145.00	290.00
008000	ADJUSTING NUT ASSEMBLY ECCN: EAR99 HTS: 8421990040 Customer P/N: 708306000	W3T56371 ,708306000	US	2 EA	525.00	1,050.00
009000	NUT,JAM 1.5 316SS ECCN: EAR99 HTS: 8421990040 Customer P/N: 841-21311	W2T385441 ,841-21311	US	2 EA	30.00	60.00
010000	BEARING,THRST 1.51"B 2.86"OD; ECCN: EAR99 HTS: 8421210000 Customer P/N: 0323-003-004	W2T351798 ,0323-003-004	US	2 EA	120.00	240.00
011000	SPRING,COMP 9254 10"L 0.71"D; ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313000	W2T342724 ,708313000	US	4 EA	625.00	2,500.00
012000	SPRING TAKE-UP BAR WELDMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313200	W3T56376 ,708313200	US	2 EA	855.00	1,710.00
013000	HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE FOR ABOVE PARTS	W3T219820	US	1 EA	150.00	150.00



## Quotation

Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

Order Date: 12/20/2021  
 Sales Order No.: 10270712

Sold-to address:  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
014000	W2T259691 BUSHING, THORDON 3,44"ID ECCN: EAR99 HTS: 8421210000 Customer P/N: 0285-385-001	.0285-385-001	US	2 EA	1,000.00	2,000.00
015000	W3T44597 INSERT, TOOTH, STN STL, WITH HARDWARE ECCN: EAR99 HTS: 7307199060 Customer P/N: 0833-017-002.HDW	.0833-017-002.HDW	US	12 EA	110.00	1,320.00
016000	W3T379042 BOOT TRACK WELDMENT - RIGHT HAND HTS: 8421210000 Customer P/N: 708502900		US	1 EA	2,075.00	2,075.00
017000	W3T379041 BOOT TRACK WELDMENT - LEFT HAND HTS: 8421210000 Customer P/N: 708503000		US	1 EA	2,075.00	2,075.00
018000	W3T37723 BOOT TRACK ANGLE CLIP ECCN: EAR99 HTS: 8421210000 Customer P/N: 708502800	.708502800	US	8 EA	28.00	224.00
019000	W2T343694 MAIN TRAY CHAIN ASSEMBLY LEFT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-A	.CHI1089-115-A	US	40 FT	250.00	10,000.00
020000	W2T343695 MAIN TRAY CHAIN ASSEMBLY RIGHT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1189-115-B	.CHI1089-115-B	US	40 FT	250.00	10,000.00



## Quotation

Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

Order Date: 12/20/2021  
 Sales Order No.: 10270712

Sold-to address:  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
021000	W2T256823 BOLT,CARR 0.75"-10UNC X 1.75" LG 304SS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 9904-950-005	,9904-950-005	US	85 EA	25.00	2,125.00
022000	W2T261359 NUT,LOCK 0.75"D UNC 316SS; ECCN: EAR99 HTS: 7318160060 Customer P/N: 7087-100-008	,7087-100-008	US	85 EA	7.00	595.00
023000	W2T260457 SEAL PLATE,TRAY,7.5" X 24" X, ECCN: EAR99 HTS: 8421210000 Customer P/N: 0499-030-008	,0499-030-008	US	85 EA	19.00	1,615.00
024000	W3T25218 DRIVE ASSEMBLY ECCN: EAR99 Customer P/N: NEW PART# NEEDED		1 EA		12,500.00	12,500.00
025000	W3T31280 SPROCKET SEGMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 783318100	,783318100	US	3 EA	1,200.00	3,600.00
026000	W2T247519 SCREW HEXHD 0.875-9x7.00 18-8SS ECCN: EAR99 HTS: 7318158030 Customer P/N: 11543322	,11543322	US	9 EA	18.00	162.00
027000	W2T248248 NUT,LOCK;0.875 IN DIA;UNC;SS18-8; 9 TPI ECCN: EAR99 HTS: 8421210000 Customer P/N: 10043311	,10043311	US	9 EA	7.00	63.00



# Quotation

Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914

Order Date: 12/20/2021  
 Sales Order No.: 10270712

Sold-to address:  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
028000	W2T342843 SPROCKET,LUG SPCR ECCN: EAR99 HTS: 8421210000 Customer P/N: 783311100	783311100	US	9 EA	16.00	144.00
029000	W2T339470 STRAND OF SS3188 DRIVE CHAIN, 2.609. ECCN: EAR99 HTS: 8421210000 Customer P/N: 1591-200-001	1591-200-001	US	1 EA	1,700.00	1,700.00
030000	W3T219820 HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE		US	1 EA	125.00	125.00

For domestic shipments the following applies:  
 These commodities are sold for domestic consumption. Any export of these commodities must be made in accordance with applicable US laws.  
 For export shipments from the US the following applies:  
 These commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations Diversion contrary to US law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear chemical/biological or missile weapons activities.

Applicable taxes to be added at time of invoicing

Net Total 66,948.00 USD  
 Shipping & Handling 0.00 USD

Ship-to address  
 PASSAIC VALLEY WATER TREATMENT PLAN  
 800 UNION AVE  
 TOTOWA NJ 07512-2211

Bill-to address  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Packing Instruction:





Evoqua Water Technologies LLC  
500 Horizon Dr, Suite 503  
CHALFONT PA 18914

**Sold-to address:**  
PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVE  
CLIFTON NJ 07011-2170

## Quotation

**Order Date:** 12/20/2021  
**Sales Order No.:** 10270712

PRICE INCLUDES FREIGHT.

SHIP SCHEDULE: 10 - 12 WEEKS AFTER RECEIPT OF ORDER.

**Special Instruction:**

\* PLEASE NOTE: W3T25218 IS A TEMPORARY PART NUMBER FOR QUOTING PURPOSES ONLY. A NEW PERMANENT PART NUMBER WILL BE SUPPLIED WHEN AN ORDER IS PLACED FOR THE ITEM.

EVOQUA STANDARD TERMS AND CONDITIONS APPLY.



Evoqua Water Technologies LLC

EVOQUA WATER TECHNOLOGIES LLC  
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. #Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially



Evoqua Water Technologies LLC

conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "#Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules



Evoqua Water Technologies LLC

and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with



Evoqua Water Technologies LLC

Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

LANGUAGE EN



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
 CHALFONT PA 18914  
 USA  
**Sold-to address:**  
 PASSAIC VALLEY WATER COMMISSION  
 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

## Quotation

Order Date: 12/20/2021  
 Sales Order No.: 10270721  
 Customer No.: 1079768  
 Customer PO No.: CONTRACT CHI1171 SCREEN#2  
 Incoterms (part 1): FCA Free Carrier  
 Incoterms (part 2): SHIPPING POINT  
 Payment Terms: within 30 days Due net  
 Sales Rep: EVOQUA WATER TECHNOLOGIES LLC  
 Contact Person: Lori Domrzalski  
 Phone Number: 215-712-0280

Valid from date: 12/20/2021  
 Valid to date: 01/07/2022

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
001000	W3T56380 SIDE PLATE INSIDE DRIVE SIDE WELDED ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313500	,708313500	US	1 EA	4,350.00	4,350.00
002000	W3T31227 SIDE PLATE INSIDE DRIVE WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314300	,708314300	US	1 EA	4,395.00	4,395.00
003000	W3T43549 SIDE PLATE MID-SECTION WELDED ASSEMBLY ECCN: EAR99 HTS: 8421210000 Customer P/N: 708305000	,708305000	US	2 EA	525.00	1,050.00
004000	W3T31225 COVER,SIDE PLT UPR ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313900	,708313900	US	2 EA	275.00	550.00
005000	W3T42821 SIDE PLATE LOWER COVER ECCN: EAR99 HTS: 8421210000 Customer P/N: 708301400	,708301400	US	2 EA	110.00	220.00
006000	W3T31216 HEAD SHAFT KEY DETAIL ECCN: EAR99 HTS: 8421990040 Customer P/N: 708310300	,708310300	US	2 EA	30.00	60.00



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 CHALFONT PA 18914

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 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
007000	SHAFT SEAL ECCN: EAR99 HTS: 8421210000 Customer P/N: 708314500	W3T31229 ,708314500	US	2 EA	145.00	290.00
008000	ADJUSTING NUT ASSEMBLY ECCN: EAR99 HTS: 8421990040 Customer P/N: 708306000	W3T56371 ,708306000	US	2 EA	525.00	1,050.00
009000	NUT,JAM 1.5 316SS ECCN: EAR99 HTS: 8421990040 Customer P/N: 841-21311	W2T385441 ,841-21311	US	2 EA	30.00	60.00
010000	BEARING,THRST 1.51"B 2.86"OD; ECCN: EAR99 HTS: 8421210000 Customer P/N: 0323-003-004	W2T351798 ,0323-003-004	US	2 EA	120.00	240.00
011000	SPRING,COMP 9254 10"L 0.71"D; ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313000	W2T342724 ,708313000	US	4 EA	625.00	2,500.00
012000	SPRING TAKE-UP BAR WELDMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 708313200	W3T56376 ,708313200	US	2 EA	855.00	1,710.00
013000	HARDWAREKIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE FOR ABOVE PARTS	W3T219820	US	1 EA	1,000.00	1,000.00



Evoqua Water Technologies LLC  
 500 Horizon Dr, Suite 503  
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 1525 MAIN AVE  
 CLIFTON NJ 07011-2170

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
014000	W2T259691 BUSHING, THORDON 3.44" ID ECCN: EAR99 HTS: 8421210000 Customer P/N: 0285-385-001	.0285-385-001	US	2 EA	1,000.00	2,000.00
015000	W3T40667 ROUND TG&P 3.44 X TABLE 1045 ECCN: EAR99 HTS: 8421990040 Customer P/N: 708307717 HEAD SHAFT	.708307717	US	1 EA	5,075.00	5,075.00
016000	W3T44597 INSERT, TOOTH, STN STL, WITH HARDWARE ECCN: EAR99 HTS: 7307199060 Customer P/N: 0833-017-002.HDW	.0833-017-002.HDW	US	12 EA	110.00	1,320.00
017000	W3T379042 BOOT TRACK WELDMENT - RIGHT HAND HTS: 8421210000 Customer P/N: 708502900		US	1 EA	2,075.00	2,075.00
018000	W3T379041 BOOT TRACK WELDMENT - LEFT HAND HTS: 8421210000 Customer P/N: 708503000		US	1 EA	2,075.00	2,075.00
019000	W3T37723 BOOT TRACK ANGLE CLIP ECCN: EAR99 HTS: 8421210000 Customer P/N: 708502800	.708502800	US	8 EA	28.00	224.00
020000	W2T343694 MAIN TRAY CHAIN ASSEMBLY LEFT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-A	.CHI1089-115-A	US	40 FT	250.00	10,000.00





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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
021000	W2T343695 ,CHI1089-115-B MAIN TRAY CHAIN ASSEMBLY RIGHT HAND ECCN: EAR99 HTS: 8421210000 Customer P/N: CHI1089-115-B		US	40 FT	250.00	10,000.00
022000	W2T256823 ,9904-950-005 BOLT,CARR 0.75"-10UNC X 1.75" LG 304SS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 9904-950-005		US	85 EA	25.00	2,125.00
023000	W2T261359 ,7087-100-008 NUT,LOCK 0.75"D UNC 316SS; ECCN: EAR99 HTS: 7318160060 Customer P/N: 7087-100-008		US	85 EA	7.00	595.00
024000	W2T260457 ,0499-030-008 SEAL PLATE,TRAY,7.5" X 24" X, ECCN: EAR99 HTS: 8421210000 Customer P/N: 0499-030-008		US	85 EA	19.00	1,615.00
025000	W2T339310 ,1551-027-114 SPROCKET,SS316 7T, 2.25"B KSSS; ECCN: EAR99 HTS: 8421210000 Customer P/N: 1551-027-114		US	1 EA	495.00	495.00
026000	W3T31280 ,783318100 SPROCKET SEGMENT ECCN: EAR99 HTS: 8421210000 Customer P/N: 783318100		US	3 EA	1,200.00	3,600.00
027000	W2T247519 ,11543322 SCREW HEXHD 0.875-9x7.00 18-8SS ECCN: EAR99 HTS: 7318158030 Customer P/N: 11543322		US	9 EA	18.00	162.00



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Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price Currency USD
028000	W2T248248 ,10043311 NUT,LOCK,0.875 IN DIA,UNC,SS18-8, 9 TPI ECCN: EAR99 HTS: 8421210000 Customer P/N: 10043311		US	9 EA	7.00	63.00
029000	W2T342843 ,783311100 SPROCKET,LUG SPCR ECCN: EAR99 HTS: 8421210000 Customer P/N: 783311100		US	9 EA	16.00	144.00
030000	W2T339470 ,1591-200-001 STRAND OF SS3188 DRIVE CHAIN, 2.609, ECCN: EAR99 HTS: 8421210000 Customer P/N: 1591-200-001		US	1 EA	1,700.00	1,700.00
031000	W3T219820 HARDWARE KIT PROJECT BULK ITEMS HTS: 8421990040 Customer P/N: HARDWARE KIT		US	1 EA	125.00	125.00



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500 Horizon Dr, Suite 503  
CHALFONT PA 18914

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PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVE  
CLIFTON NJ 07011-2170

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For domestic shipments the following applies:  
These commodities are sold for domestic consumption. Any export of these commodities must be made in accordance with applicable US laws.  
For export shipments from the US the following applies:  
These commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to US law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear chemical/biological or missile weapons activities.

Applicable taxes to be added at time of invoicing

Net Total 60,868.00 USD  
Shipping & Handling 0.00 USD

**Ship-to address**  
PASSAIC VALLEY WATER TREATMENT PLAN  
800 UNION AVE  
TOTOWA NJ 07512-2211

**Bill-to address**  
PASSAIC VALLEY WATER COMMISSION  
1525 MAIN AVE  
CLIFTON NJ 07011-2170

**Shipping Instruction:**  
PRICE INCLUDES FREIGHT.

SHIP SCHEDULE: 10 - 12 WEEKS AFTER RECEIPT OF ORDER. **Terms and Conditions:**

EVOQUA STANDARD TERMS AND CONDITIONS APPLY.



Evoqua Water Technologies LLC

EVOQUA WATER TECHNOLOGIES LLC  
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. #Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially



Evoqua Water Technologies LLC

conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules



Evoqua Water Technologies LLC

and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.**

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with



Evoqua Water Technologies LLC

Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

LANGUAGE EN



**EVOQUA WATER TECHNOLOGIES LLC**

**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's **we should probably request 60 days** provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
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7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. **months from performance of services.** Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller warrants to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(Feb 2015)

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Page 9 of 12





9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by:	
Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

(Feb 2015)

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body  
FROM:  
DATE:  
SUBJECT: This is a contract for Travel Water Screen On-Site Rebuild, Adjustment and Preventative Maintenance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Evoqua Water Technologies  
Cost: \$51,652.00  
Duration: 1 month  
Purpose: repair/maintenance of travelling screens

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**  
Provide labor for complete rebuild of existing travelling screens.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**  
Purchase of the repair parts for this projects is being performed under separate invoice. The parts must be procured from Evoqua because this equipment is manufactured by Evoqua (proprietary). Evoqua trained mechanics will replace the parts in order to receive the maximum warranty period. NJSA 40A:11-5(1)(i) exempts equipment repair services and the necessary parts from public bidding if in the nature of an extraordinary unspecifiable service.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**  
Evoqua has performed the dive inspection of the equipment and prepared the summary report of all work to be performed. A complete rebuild is recommended. The equipment to be built is manufactured by Evoqua so the parts must be provided by Evoqua. Evoqua has the expertise, training and reputation required to repair their own proprietary equipment. Preparing written specifications without extensive input by the manufacturer would not be possible. The manufacturer would have the competitive edge over all other bidders.
4. **Describe the informal solicitation of quotations:**  
No other quotes were requested due to the proprietary nature of the work and the quote being just 17% over the bid threshold.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

10-02-02

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY  
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body  
FROM:  
DATE:  
SUBJECT: This is a contract for Travel Water Screen On-Site Rebuild, Adjustment and Preventative Maintenance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Evoqua Water Technologies  
Cost: \$51,652.00  
Duration: 1 month  
Purpose: repair/maintenance of travelling screens

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**  
Provide labor for complete rebuild of existing travelling screens.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**  
Purchase of the repair parts for this projects is being performed under separate invoice. The parts must be procured from Evoqua because this equipment is manufactured by Evoqua (proprietary). Evoqua trained mechanics will replace the parts in order to receive the maximum warranty period. NJSA 40A:11-5(1)(i) exempts equipment repair services and the necessary parts from public bidding if in the nature of an extraordinary unspecifiable service.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**  
Evoqua has performed the dive inspection of the equipment and prepared the summary report of all work to be performed. A complete rebuild is recommended. The equipment to be built is manufactured by Evoqua so the parts must be provided by Evoqua. Evoqua has the expertise, training and reputation required to repair their own proprietary equipment. Preparing written specifications without extensive input by the manufacturer would not be possible. The manufacturer would have the competitive edge over all other bidders.
4. **Describe the informal solicitation of quotations:**  
No other quotes were requested due to the proprietary nature of the work and the quote being just 17% over the bid threshold.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name \_\_\_\_\_  
(Signature)  
Title \_\_\_\_\_

*(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)*

10-02-02



September 09, 2021

Passaic Valley Water Commission  
800 Union Blvd  
Totowa, NJ 07512

Attn: Patricia Dannhardt

Subject: Rebuild of Traveling Water Screens  
Evoqua Contract CHI1171 (circa 2008)  
Evoqua Proposal Numbers 20172, 10235101 and 10235179

Dear Ms. Dannhardt:

Evoqua Water Technologies LLC is the Original Equipment Manufacturer (OEM) of the leading legacy Traveling Water Screen brands such as Chain-Belt, Rex®, Envirex, Royce, Link-Belt®, FMC, USFilter, and Siemens Water Technologies. This letter is to confirm that Evoqua is the Original Equipment Manufacturer (OEM) of the existing Siemens Water Technologies Thru-Flow Traveling Water Screen at the Passaic Valley Water Commission Plant.

As the OEM for the existing Passaic Valley Water Traveling Water Screens, we hold all the original historic detailed design drawings for these Traveling Water Screens and are the sole provider of OEM replacement Traveling Water Screens and Parts.

Our proposals for an On-Site Rebuild and OEM parts replacement ensures the parts that conform to the original form, fit and function of the existing Traveling Water Screen, assuring an exact fit and operational function per the original contract / order number CHI1171. The On-Site Rebuild of the Traveling Water Screen will be performed by Evoqua Factory Trained Service Technicians who are Evoqua employees.

As the OEM for the Traveling Water Screen, no other company is able to make these claims.

In addition as the OEM for your traveling water screen, we will extend our standard warranty under the condition that Passaic Valley purchases the quoted parts and service from Evoqua Water Technologies. Our standard warranty is twelve (12) months from initial operations. We will extend the warranty to twenty-four (24) from initial operations. The warranty will only cover the quoted installation work and OEM parts.

Should additional information be required, please do not hesitate to contact me directly at (215) 712-7006 or email at [louis.weiner@evoqua.com](mailto:louis.weiner@evoqua.com).



Evoqua Water Technologies LLC also invites you to visit its web site at <http://www.evoqua.com>.

Best Regards,

A handwritten signature in cursive script that reads "Lou Weiner".

Lou Weiner  
Regional Manager, Intake Products  
Traveling Water Screen Service & Aftermarket  
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Please visit our Intake Products Service Website at:  
<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>