

PROJECT: Grit and Screenings System SCADA System and Ancillary Controls

CONTRACTOR: Longo Electrical-Mechanical, Inc.

AGREEMENT

THIS AGREEMENT, made as of the 15th day of March, 2018

BETWEEN: THE ATLANTIC COUNTY UTILITIES AUTHORITY (hereinafter ACUA), a body corporate and politic of the State of New Jersey with offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234-5623

AND

Longo Electrical-Mechanical, Inc.
1 Harry Shupe Boulevard
PO Box 511
Wharton, NJ 07885

FEDERAL TAX I.D. NUMBER: 22-1621596

hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, Contractor is a consultant and/or licensed professional in the fields which are the subject matter of this Agreement or employs licensed professionals in said field or fields as a part of its business, and as to those services which do not call for professional licensing is substantively competent to perform said services, and

WHEREAS, Contractor has represented that it is ready, willing, and able to perform all services in the time and manner called for in this Agreement and that it presently holds in good standing any and all of the necessary licenses for the lawful performance of said services within the State of New Jersey; and ACUA desires to retain the services of Contractor as set forth hereinafter, and has authorized retaining the services of Contractor by its duly adopted Resolution;

THEREFORE, it is hereby agreed as follows:

A. PARTIES AND APPLICABLE LAW:

1. The parties acknowledge that the Atlantic County Utilities Authority (hereinafter, ACUA) is a public entity of the State of New Jersey and is subject to all laws and regulations governing contracts of public entities, which laws and regulations, as presently exist and as may be amended and supplemented during the term of this Agreement, are made a part hereof. The parties agree that this Agreement shall be governed in all respects by the laws of the State of New Jersey.

2. The lawful name and address of Contractor are as set forth above. All notices addressed to contractor regarding any matter shall be sent to contractor at said address. Proof that any notice was received at the address above set forth, in the absence of prior written notice to from Contractor to ACUA of a change in said address, shall be conclusive proof that the notice was received by contractor.

B. TERM OF AGREEMENT: This Agreement shall run for a period of one year from the date above set forth or until the completion of all services set forth in the Scope of Services appendix attached hereto, whichever shall first occur. If the Scope of Services relates to services in connection with a single project, this Agreement shall terminate at the conclusion of the said services.

C: SCOPE OF SERVICES; TIME FOR COMPLETION; PAYMENT:

1. Contractor agrees to perform all services set forth on Appendix A, "Scope of Services and Compensation," within the time set forth in that Appendix for the completion of each service enumerated. If the Scope of Services provides for the issuance of a Notice to Proceed or its equivalent, contractor shall perform no services under this Agreement until said Notice shall have been issued. Appendix A is annexed to this Agreement and incorporated by reference. If the services hereunder were procured by means of a Request for Proposals, the Proposal of contractor shall be deemed to be Appendix A hereto and shall be incorporated herein by reference.

2. The parties agree that the total compensation due from ACUA to contractor for the services set forth in this Agreement, and pursuant to the rates set forth in Appendix A, shall under no circumstances exceed \$ 86,000.00 (Eight-six thousand and 00/100 Dollars)

unless additional compensation is expressly authorized by duly adopted resolution of ACUA. The time and rates of payment may not be altered or amended without a duly adopted resolution of ACUA.

3. Payment will be made only upon the submission of the required standard invoice and any additional documents deemed necessary by ACUA, which reserves the right to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein. Specifically, contractor agrees that ACUA shall have the right to inspect and audit his books and records with respect to all work performed pursuant to this contract. Contractor agrees to keep complete and accurate records with respect to the manner of computation of all billings, including but not limited to accurate time records for all persons billed to ACUA on an hourly rate, and to make said records available on reasonable request to ACUA.

4. In the event that services to be performed hereunder go beyond ACUA's fiscal year, Contractor acknowledges that continuation of this Agreement beyond the end of the fiscal year shall be subject to an adequate appropriation being made therefor in the ACUA's budget and that ACUA may terminate this Agreement in the event that it determines not to make an appropriation for its continuation.

D. QUALITY OF WORK; ASSIGNMENT; INDEMNIFICATION AND INSURANCE:

1. It is agreed and recognized that ACUA has retained contractor hereunder because, and solely because, Contractor has represented himself to be a qualified consultant and/or licensed professional authorized to perform all relevant services within the confines of this State as to all activities requiring said licensure, and is substantively competent to do so. Contractor agrees that he, and all individually licensed persons in any way affiliated with him, will perform all services hereunder in a proper and professionally competent manner consistent with the standard required of an experienced professional in the field of endeavor.

2. Contractor shall at all times and for all purposes be deemed an independent principal and not an agent or employee of ACUA for any purpose.

3. Contractor agrees not to assign this Agreement or any rights hereunder. Subcontracting of any service or work set forth in Appendix A or elsewhere in this Agreement shall be permitted with the prior written approval of ACUA.

4. Contractor hereby agrees to protect, defend, indemnify and hold ACUA and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by ACUA arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of ACUA, death or damages to any property

(including property of ACUA) and all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of Contractor's negligent performance of this Agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits to the extent of its negligence. This provision is not intended to create any cause of action in favor of any third party against Contractor or ACUA or to in any way enlarge the Contractor's liability but is intended solely to provide for indemnification of ACUA from liability for damages or injuries to third persons or property arising from Contractor's performance. In furtherance of this obligation, but not in satisfaction of liability hereunder or in place of the obligation to indemnify set forth herein, Contractor agrees to maintain in full force and effect: a) Comprehensive General Liability insurance written on occurrence form, including personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000. each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability; b) Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000. each accident, combined single limit for bodily injury and property damage; c) Worker's Compensation insurance, in accordance with New Jersey statutory limits, and employer's liability coverage of at least \$100,000 for each accidental injury and, with respect to bodily injury be disease, \$100,000 each employee and \$500,000 per policy year; and d) Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Professional Liability Insurance shall provide coverage for errors, omissions and negligent acts of Contractor or any person or organization for whom Contractor is legally responsible.

5. Insurance companies utilized must be admitted to do business in the State of New Jersey and shall have a rating of "A-" or better in the current edition of Best's Key Rating Guide or otherwise are in conformity with the rules and regulations of the New Jersey Commissioner of Insurance. All policies of insurance shall be primary and not excess as to ACUA and any and all deductibles shall be at the sole risk of Contractor. Submission of a Certificate of Insurance by Contractor to ACUA shall constitute a representation by Contractor that all required policies of insurance are in place.

6. Contractor agrees to furnish certificate(s) of the above mentioned to ACUA within fourteen (14) days from the date of this Agreement, and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. **Such certificates shall, with respect to comprehensive general liability insurance, name ACUA as an additional insured** and, with respect to all policies shall state that in the event of cancellation, nonrenewal, or material change in the scope of any coverage, written notice shall be given to ACUA at least thirty (30) days in advance of such cancellation, nonrenewal, or change. Each policy shall be primary and not excess as to ACUA.

7. All material or information paid for upon the completion of the project remains the property of ACUA. In the event the Scope of Services hereunder requires that reports or work product be submitted to ACUA, all such reports or work product shall become the property of ACUA upon submission and contractor waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common-law, in said reports or work product.

E. AFFIRMATIVE ACTION AND NONDISCRIMINATION: 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off 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 ACUA's Compliance Officer setting forth 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 or sex;

c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the ACUA's contracting officer, advising the labor union or workers' representative of 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e) The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 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 personnel 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) 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 or sex, and conform with the applicable employment goals, 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 and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and Atlantic County Utilities Authority shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

F. PREVAILING WAGE: In the event that this Agreement, or any part hereof, is governed by the New Jersey Prevailing Wage Act, P.L. 1963, c.150, contractor agrees to fully comply with said Act. By his signature hereon, contractor warrants that neither he nor any subcontractor employed to perform any work hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act.

G. POLITICAL CONTRIBUTION DISCLOSURE: This contract has been awarded based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality/county if a member of that political party is serving in an elective public office of that municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

H. BREACH AND TERMINATION:

1. Any of the following events shall constitute a breach of this Agreement and shall make this Agreement voidable at ACUA's sole option, upon which event contractor shall be entitled to compensation only for work performed to the date of termination: a) Bankruptcy or insolvency, whether liquidating or non-liquidating, of contractor; b) Conviction of any principal of contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment; c) Breach of any term of this Agreement; or d) Abandonment of the work by contractor without the express written permission of ACUA.

2. ACUA may, with or without cause, terminate this agreement by written notice to Contractor, which notice shall take effect thirty (30) days from receipt and on such terms with respect to completion or abandonment of work in progress as ACUA shall set forth. On termination of this Agreement before the term set forth in Paragraph B. hereof, contractor shall prepare a final billing for ACUA setting forth its services to the date of termination. The parties shall thereafter discuss the amount due. Upon agreement as to the amount due and acceptance of payment contractor shall have no further rights against ACUA.

I. ENTIRE AGREEMENT; MEANING OF TERMS; SEVERABILITY

1. The parties recognize that this Agreement constitutes the entire agreement of the parties and that no provision hereunder may be waived or modified orally and, in the case of ACUA, without passage of a resolution authorizing said modifications.

2. The parties recognize that in construing this Agreement all words denoting gender are deemed to refer to the masculine, feminine, and neutral and that all words and phrases are to be given their commonly accepted meanings unless the context specifically indicates otherwise.

3. This Agreement is deemed severable; in the event that any part of this agreement is deemed to be illegal, void, or against public policy the remainder of this Agreement shall continue in full force and effect unless its purpose will be frustrated by removal of the offending part, in which event the parties shall be placed as nearly as possible at the status quo ante.

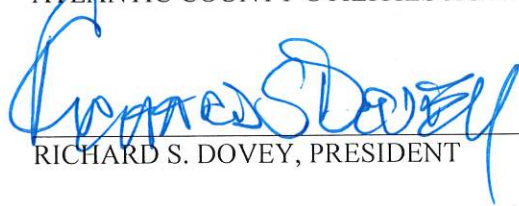
IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first above written.

ATTEST:



BRIAN G. LEFKE, SECRETARY

ATLANTIC COUNTY UTILITIES AUTHORITY



RICHARD S. DOVEY, PRESIDENT

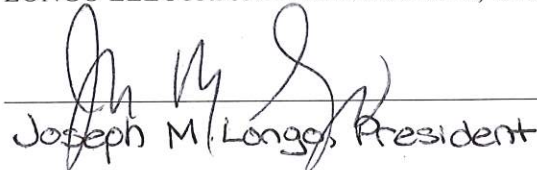
ATTEST:



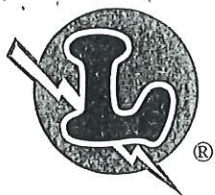
[affix corporate seal,
if applicable]

CONTRACTOR:

LONGO ELECTRICAL-MECHANICAL, INC.



[NAME AND TITLE]



LONGO
Electrical-Mechanical, Inc.

Wharton Corporate Center



PROPOSAL

To: Mr. Matthew J. DeNafo, P.E., C.M.E.		From: Jerry Oselador
Co.: Atlantic County Utilities Authority		Co. : Longo Electrical-Mechanical Inc.
Tel: (609) 272 – 6991		Tel : 973-537-0400
Email: mdenafo@acua.com		Fax : 973-537-0404
Date: 02-28-18	No. of Pages: 05	Proposal No. ACUA-18-01
Subject: Grit and Screenings System SCADA System and Ancillary Controls Professional Services Proposal		

Dear Matthew,

In accordance with your request, Longo Electrical Mechanical Inc. (Longo) is pleased to submit this proposal in accordance with the various discussions and information provided Longo. The general Scope is to provide Wonderware Intouch Upgrade installation, Grit and Screenings SCADA screens creations and modifications. The Grit and Screenings facility is being upgraded with Hydro Dyne Great White Center Flow Screens and Whitetip Shark Washing Compactors. The existing Grit and Screenings Facility currently houses a GE Programmable Logic Controller (PLC). This controller will be replaced with new RX model. Longo will provide the programming for this controller. Updated Schematics, Point to Point Wiring Diagrams where required, PLC Programs, Operator Interface Programs, Parts List, and Start-up Assistance with loop checks. Installation and control panel construction is to be by others.

This proposal is based on e-mail correspondence and drawings provided by the Customer; collectively referred to within this proposal as Specification.

Please examine the Assumptions and Conditions section for a list of assumptions made part of this proposal.

I. Scope of Work

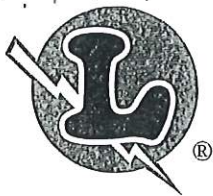
Longo will supply the following installations and technical services under this proposal:

A. Grit and Screenings Wonderware SCADA Upgrade Implementation and Screen Development

The new Hydro Dyne system is provided with a new control panel that is PLC based. SCADA screens will be developed and incorporated in the existing SCADA system. Old Screens will be modified or deleted so that the system accurately depicts the new system.

The scope of the work will be as follows:

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- a. An implementation scheduling meeting will be held on site to coordinate the staging of the new Gates, Hydro Dyne system, conveyor, MCCs, old GE PLC replacement, and ancillary devices.
- b. Design meetings with ACUA Operations, Engineering, and Maintenance to discuss the requirements of ACUA screen development. A minimum of 2 design meetings will be scheduled on site to review screen development
- c. Preliminary Screens will be submitted to ACUA for review and comment.
- d. Wiring diagrams for the PLC connections to the Gates and ancillary systems will be designed and submitted for review.
- e. PLC software for G&S system will be programmed and provided to ACUA.
- f. Final Design documents meeting will be held with ACUA
- g. Prepare finalized drawings and turn over to owner CAD files;
- h. Startup services are included.

B. Documentation and Technical Services

Longo will supply the following technical services, relating to the scope item identified above, under this proposal:

1. Submittals and other documentation for the equipment designed by Longo.
2. Electrical and mechanical enclosure layout drawings where required for Grit System;
3. PLC and SCADA Upgrade (New Intouch Software to be provided by ACUA) configuration and programming;
4. Coordination as it relates to equipment supplied by Longo and coordination with the electrical contractor, Hyrdro Dyne and ACUA personnel;
5. Up to ten (10) days (during normal business hours) of technical assistance field start-up, commissioning and testing at the project facility associated with services supplied by Longo and assist where required for startup services to Hydro Dyne, Conveyor, and Gate systems.
6. One (1) day (during normal business hours) of training at the project facility associated with equipment and services supplied by Longo.

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II. Proposal Priced

Profession Services Pricing are in accordance with Longo Standard Rates.

Implementation is Staged due to process equipment out-of-service requirements:

Design Meetings 46-Man hours
Field Documentation (existing) 32-Man Hours
Gate Drawing Electrical control design and drawings 46-Man hours
SCADA Intouch and Historian Upgrade (Software provided by ACUA) 32-Man hours
SCADA Screen Development 56-Man hours
Programmable Logic Controller Program development and implementation 124-Man hours
Submittals to ACUA 32-Man hours
Loop Checks 24-Man hours
Startup Services 80-Man hours
Training 8-Man hours

Total Hours = 480 hours x \$180/hr. = \$86,00.00 Estimated Time not to exceed without scope request change by ACUA

Delivery

Project schedule is to be agreed following receipt of the order. Longo will not be responsible for any delays caused by slow responses to submittals, Requests for Information (RFI), or any actions outside of our control.

III. Taxes

The above listed price assumes that the proposed materials and services have no tax consequences. Any taxes associated with the project will be charged in addition to the above listed price.

Longo assumes that work to be performed under this proposal requires no permits. All permit fees (if required) will be charged in addition to the above listed price.

IV. Shipping and Handling

Shipping and handling charges for the above described equipment, are included in the above listed price.

V. Payment Terms

The following are Longo's proposed standard payment terms. **These payment terms are subject to modification based on the contract specification and mutual agreement made between the Customer and Longo:**

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1. All payment terms "Net 30 days".
2. The above-listed price will be valid for thirty (30) days from the date of this proposal.

VI. Assumptions and Conditions

Longo has made the following assumptions in developing our proposal:

1. Longo will not be responsible for furnishing any hardware, software or services other than what is specifically identified above. The following are some of the items that will NOT be furnished by Longo under this proposal:
 - a. Any Spare Parts;
 - b. Any Field Instrumentation;
 - c. Any nonproprietary mounting hardware or brackets for the hardware supplied under this proposal;
 - d. Supply, installation and/or termination of any conduit; electrical or fiber optic cables; communication and/or control signal wiring; or associated wiring;
 - e. Supply of any Motor Starters or Variable Frequency Drives (VFDs).
2. Longo will not be responsible for any major modifications to the existing system other than what is specifically associated with the upgrades under this contract.
3. The Customer will be responsible for insuring correct operation of all the equipment not being supplied by Longo.
4. Others will be responsible for handling and storage of all hardware shipped to the project site for installation.
5. Longo's warranty liability will not be extended due to failure by others to complete the designated work in a timely fashion.

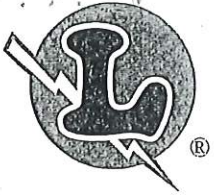
VII. Limitation of Liability

Since it is impossible for an Longo's Specialist to control all aspects of the work environment in and about the Customer's premises, Longo shall not be liable to the Customer for any loss of, or injury to, persons or property caused in whole or in part by the negligence of the Customer, his employees, contractors or agents.

VIII. Confidentiality of the Proposal

All the information supplied to the Customer by Longo within this proposal (including design concepts, scope of work, rates, prices, etc.) represents an engineering investment made by Longo and should be considered strictly confidential. **Any reproduction or disclosure to third parties, in full or in part, is strictly prohibited without the express written consent of Longo management.**

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Electrical-Mechanical, Inc.

Wharton Corporate Center



If you have any questions, please feel free to call or write me.

Jerry Oselador

Jerry Oselador
Senior Controls Specialist joselador@elongo.com
Phone 973-537-0400 Ext. 732

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