

PROJECT: SCADA Design & Upgrade Services

CONTRACTOR: Longo Electrical-Mechanical Sales and Service

**AGREEMENT**

THIS AGREEMENT, made as of the 16<sup>TH</sup> day of July, 2020,

**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 Sales & Services  
One 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 beginning August 1, 2020 and ending July 31, 2021.

**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 \$ 50,000.00 (Fifty 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 or 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.

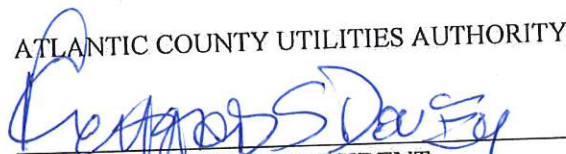
IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first above written.

ATTEST:



BRIAN G. LEFKE, SECRETARY

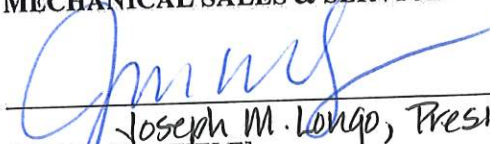
ATLANTIC COUNTY UTILITIES AUTHORITY

  
RICHARD S. DOVEY, PRESIDENT

ATTEST:

  
Kimberly Pacifico, Asst. Secretary  
[affix corporate seal]

CONTRACTOR: LONGO ELECTRICAL-  
MECHANICAL SALES & SERVICE

  
Joseph M. Longo, President  
[NAME AND TITLE]



ISO 9001 Certified Company

ELECTRICAL-MECHANICAL SALES AND SERVICE  
ENGINEERS REBUILDERS DISTRIBUTORS



ONE HARRY SHUPE BLVD.  
PO BOX 511  
WHARTON, NJ 07885  
(973) 537-0400

1825 PENNSYLVANIA AVE.  
LINDEN, NJ 07036  
(908) 925-2900

345 PARK AVE, LEV A.  
NEW YORK, NY 10164  
(718) 585-5330

1400 ADAMS RD.  
UNIT F  
BENSALEM, PA 19020  
(215) 638-4333

## QUOTATION

DATE 6/17/2020  
ATTN: Mr. William Bill  
COMPANY Atlantic County Utility Authority  
ADDRESS

PHONE (609) 343-7746  
FAX (609) 344-6609  
E-MAIL [wbill@acua.com](mailto:wbill@acua.com)

QUOTE # ACUA-2020-001  
Please refer to the above number when ordering.  
INQUIRY #  
QUOTED BY Jerry Oselador Ext. 1732  
LOCATION WHARTON, NJ  
FAX 973-537-0404  
E-MAIL [joselador@elongo.com](mailto:joselador@elongo.com)  
FSR CHRISTOPHER KORTE

SHIP DATE: \_\_\_\_\_ SHIP VIA: \_\_\_\_\_ FOB: \_\_\_\_\_ TERMS: \_\_\_\_\_ NET 30

| QUANTITY | DESCRIPTION                                                                                                                                                                                                                                                             | UNIT      | TOTAL        |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|
| 1        | Headworks SCADA and Control system upgrade and programming.<br>Design, program, implement PLC and SCADA controls for the automation<br>of the Headworks Climber Screen System. Labor for 2nd phase of work.<br>SCADA Tech Rate \$175.00/hr<br>Not to exceed \$50,000.00 | 50,000.00 | 50,000.00    |
|          |                                                                                                                                                                                                                                                                         | TOTAL     | \$ 50,000.00 |

All orders which are paid by credit card are subject to a 3.0% processing fee.

Accepted by \_\_\_\_\_ Authorized by \_\_\_\_\_

DATE \_\_\_\_\_ PO# \_\_\_\_\_

We are pleased to offer this quotation for your consideration. This quotation is valid for 30 days. Thereafter it is subject to change without notice. This proposal is subject to the terms and conditions in accordance with the enclosed form No. CSFJL990527.2 If this proposal is based on a functional