

AGREEMENT

THIS AGREEMENT, made as of the 20th day of July, 2017 between the ATLANTIC COUNTY UTILITIES AUTHORITY, a body corporate and politic with principal offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234-5623 (hereafter, ACUA), and

Longo Electrical Mechanical
1 Harry Shupe Blvd.
Wharton, NJ 07885

(hereafter, Contractor)

FEDERAL TAX I.D. NUMBER: 22-1621596

WITNESSETH:

1. Contractor agrees to perform services as specified in Bid No. 2017-WW-12, Johnson 48cmc-1 Vertical Pump Repair

in accordance with the Specifications, its Proposal, the Notice to Bidders, Instructions to Bidders, and the General and Supplemental Conditions upon which Contractor submitted a bid and was awarded a contract for the aforementioned goods and services, all of which documents are incorporated herein by reference as though set forth at length. If the term "contract documents" is defined in the General Conditions, the Contractor shall perform its work in strict accordance with all requirements of the Contract Documents as said term is used therein.

2. Incorporated by reference herein is the performance security and proof of insurance coverage of Contractor as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable. Contractor, by its signature on this Agreement, specifically warrants that said security and insurance coverages shall remain in force throughout the term of this Agreement.

3. Contractor further specifically agrees, as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable, to extend any and all required warranties and guarantees against defects in materials and workmanship to ACUA as set forth therein.

4. This Agreement shall run until the delivery and acceptance of the goods or services contracted for hereunder, or for a period of one year (whichever period is shorter), unless provided otherwise in the specs or the award of bids; provided, however, that for any period extending beyond the current fiscal year and in accordance with N.J.A.C. 5:34-5.3(d)(2), this contract shall be subject to the annual availability and appropriation of sufficient funds. If this contract has been awarded under an alternate that provides for the exercise by the Authority of an option to renew, the terms of said option shall be as set forth in the bidding documents.

5. Contractor further agrees that, in the event of breach of any condition of this Agreement by Contractor, ACUA may obtain substitute goods and services under such terms and conditions as ACUA may

find advisable under the circumstances, and may recover from Contractor, in addition to any other remedies provided by law, any and all expenses incurred in obtaining such substitute goods and the difference between the cost of said substitute goods and the amount of ACUA's obligation to Contractor hereunder.

6. 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 in addition to all other covenants set forth in this Agreement. 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.

7. The ACUA shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8. Upon execution and submission of a properly executed Voucher, the faithful performance of this Contract and all covenants and agreements made herein, and the acceptance of the goods and/or services described herein by ACUA, ACUA agrees to pay to Contractor in accordance with the terms of the documents referenced in Paragraph 1. hereof, for a sum not to exceed

\$ 69,930.00 (Sixty-nine thousand, nine hundred thirty and 00/100 dollars) upon the formal approval of said payment by the members of ACUA.

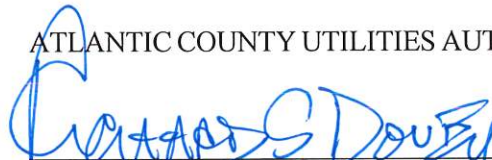
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first set forth above.

ATTEST:



BRIAN G. LEFKE, SECRETARY

ATLANTIC COUNTY UTILITIES AUTHORITY



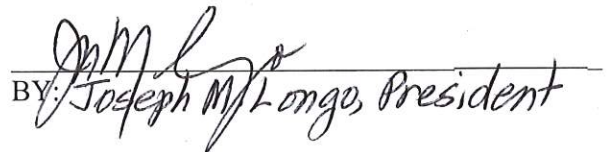
BY: RICHARD S. DOVEY, PRESIDENT

ATTEST:

CONTRACTOR:

LONGO ELECTRICAL MECHANICAL


(AFFIX CORPORATE SEAL IF CORPORATION)
Meryl Rehant, Asst. Sec'y


BY: Joseph M. Longo, President

"Original"



BIDDER: Longo Electrical-Mechanical Inc

BUSINESS ADDRESS:

1 Harry Shupe Blvd.
Wharton NJ 07885

**ATLANTIC COUNTY UTILITIES AUTHORITY
INSTRUCTIONS TO BIDDERS
AND TECHNICAL SPECIFICATIONS**

**RICHARD S. DOVEY, PRESIDENT
OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER**

BID NO: 2017-WW-12

SUBJECT: JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

**DATE AND TIME OF BID OPENING: JULY 7, 2017
11:00 A.M., LOCAL TIME**

**Atlantic County Utilities Authority
6700 Delilah Road
Egg Harbor Township, NJ 08234-5623
Phone (609) 272-6950
Fax (609) 272-7333**

**MAILING ADDRESS:
Atlantic County Utilities Authority
P. O. Box 996
Pleasantville, NJ 08232-0996
www.acua.com**

THE ATLANTIC COUNTY UTILITIES AUTHORITY IS RESPONSIBLE FOR ENHANCING THE QUALITY OF LIFE THROUGH THE PROTECTION OF WATERS AND LANDS FROM POLLUTION BY PROVIDING RESPONSIBLE WASTE MANAGEMENT SERVICES. THE AUTHORITY IS AN ENVIRONMENTAL LEADER AND WILL CONTINUE TO USE NEW TECHNOLOGIES, INNOVATIONS AND EMPLOYEE IDEAS TO PROVIDE THE HIGHEST QUALITY AND MOST COST EFFECTIVE ENVIRONMENTAL SERVICES.

Draft version: 9/20/16

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

LONGO ELECTRICAL-MECHANICAL, INC.

TRADE NAME:

ADDRESS:

1 HARRY SHUPE BLVD PO BOX 511
WHARTON NJ 07885-0511

SEQUENCE NUMBER:

0097162

EFFECTIVE DATE:

ISSUANCE DATE:

12/09/57

09/21/06

James J. Fusione
Acting Director
New Jersey Division of Revenue

FORM BRG (03-04)

Certificate Number
610999

Registration Date: 01/24/2017
Expiration Date: 01/23/2019



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56, 48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2017
Longco Mechanical, Inc.

Responsible Representative(s):
Joseph Longo, President

AR. Fichte

Aaron R. Fichtner, Ph.D., Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

ATLANTIC COUNTY UTILITIES AUTHORITY

TABLE OF CONTENTS

DOCUMENTS TO BE EXECUTED BY THE BIDDER ARE IN **BOLDFACE TYPE**

NOTICE TO BIDDERS

INSTRUCTIONS AND INFORMATION FOR BIDDERS

SPECIMEN CONTRACT

SPECIMEN PAYMENT AND PERFORMANCE BOND

GENERAL INSURANCE AND INDEMNITY REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STATEMENT OF QUALIFICATIONS

DISCLOSURE OF OWNERSHIP STATEMENT

BID GUARANTEE

BID BOND/CONSENTS OF SURETY ON ACUA FORM

PROPOSAL

SIGNED CHECKLIST AND CERTIFICATION

TECHNICAL SPECIFICATIONS

ALL REQUIRED ITEMS LISTED IN TECHNICAL SPECIFICATIONS

EXHIBIT A – PUMP INSPECTION REPORT

ATLANTIC COUNTY UTILITIES AUTHORITY

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Atlantic County Utilities Authority will receive sealed bids, pursuant to the Local Public Contracts Law of the State of New Jersey, N.J.S.A. 40A:11-1 et seq. at the ACUA Building-Second Floor Conference Room, 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623, Area Code 609-272-6950, as follows:

BID NO: 2017-WW-12

SUBJECT: JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

**DATE AND TIME OF BID OPENING: JULY 7, 2017
11:00 A.M., LOCAL TIME**

At the aforementioned date, time and place, said bids will be opened and read aloud.

Specifications and bid documents may be obtained online at the following web address <http://www.acua.com/bids.aspx>, and may also be picked up at the office of the Purchasing Manager of the Atlantic County Utilities Authority, 6700 Delilah Road, Egg Harbor Township, NJ, First Floor, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

All bids must be accompanied by a certified check or bid bond in the amount of 10% of the total bid, not to exceed \$20,000.00. Bids must be submitted in duplicate and enclosed in a sealed envelope addressed to the "Purchasing Manager, Atlantic County Utilities Authority". Envelope must be clearly marked on the outside as follows:

SEALED BID - JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

All bidders must meet equal opportunity requirements of P.L. N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27, as described in the specifications. Bidders are responsible for affirmative action compliance.

The Authority reserves the right to reject any and all bids and to waive informalities as the interest of the Authority may require.

Bidders desiring to submit bids by mail or courier may do so provided that the bid reaches the Authority before 4:30 p.m. on the business day preceding the date and time for receipt of bids. The Authority is not responsible for the loss or destruction of any bid submitted to the Purchasing Manager before the time set for bid opening.

ATLANTIC COUNTY UTILITIES AUTHORITY
RICHARD S. DOVEY, PRESIDENT
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

**ATLANTIC COUNTY UTILITIES AUTHORITY
INSTRUCTIONS AND INFORMATION FOR BIDDERS**

1. Bidders shall use the forms provided by the Authority or true copies thereof. Substitute forms will not be considered conforming.
2. **All bids are to be submitted in duplicate.** All forms required in the Proposal must be completed and furnished as part of the Proposal, and may not be supplied, changed or supplemented after opening of bids. One copy of the Proposal shall contain all original signatures and the word "original" shall be written on the cover sheet of that copy. The word "duplicate" shall be written on the cover sheet of the duplicate copy. Where a document is required to be notarized, the original shall contain the notary's raised seal.
3. Bidders are required to complete the checklist and certification of proposal included as a part of this bid package. Completion and signature of this checklist indicates that the bidder acknowledges that the bid may be rejected for failure to complete any item except for those specifically indicated on the checklist as not required. If any item is designated "N/A" in the Checklist, that item is not required. If no such designation is present, the item is a required part of the bid package.
4. Bids must be received in a sealed envelope at the place for opening of bids before the designated time. Bids received after the indicated time will be returned unopened. No exceptions can be made for any reason, including failure of the Postal Service or of any carrier to make timely delivery of any bid package. Bids transmitted by any process that does not guarantee the integrity of the bid package (e.g. telefax or similar means that does not involve the use of a sealed envelope) cannot be accepted.
5. Prices and terms shall not be subject to adjustment or supplementation for any reason after opening of bids.
6. All prices shall be F.O.B. Destination, freight prepaid, delivered to the Atlantic County Utilities Authority at 1801 Absecon Boulevard, Atlantic City, NJ 08401-1712 and/or 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623.
7. No bid shall provide for State or Federal taxes of any kind or for interest on any amount due from the Authority to any bidder unless expressly permitted by the specifications. The Authority's normal practice is to make payment within 30 days of receipt of a properly certified and tabulated invoice and voucher. Sales made to any contractor of materials, supplies or services for exclusive use in the performance of this contract are generally exempt from the New Jersey Sales and Use Tax, N.J.S.A. 54:32B-8.22. Payment will be made only to the contractor.
8. The proposal amount shall be stated in both numerals and words (e.g. \$25,417.77 Twenty-Five Thousand Four Hundred Seventeen and 77/100 Dollars).
9. All proposals must be signed in ink by a responsible officer of the bidder with authority to make a legally binding commitment on the bidder's behalf. All corrections or erasures must be initialed by the bidder. By submitting a bid the bidder is binding itself to enter into a contract on award by the Authority and may not expressly, impliedly or by conduct reserve any right to withdraw any bid or to refuse for any reason to enter into an awarded contract.
10. The submission of a bid by any corporation shall constitute a warranty by the corporation to the Authority that it is authorized to do business in the State of New Jersey, that its corporate charter is in good standing, and that the persons executing bid documents have full authority to do so on the corporation's behalf.

11. All prices quoted shall be firm from the time of bid opening through the life of the contract and shall not be subject to increase for any reason during the contract term. Should the bidder reduce its prices for the bid item or items generally during the contract term, the price provided to the Authority shall reflect the price as reduced.

12. The Authority will assume, and by bidding the bidder warrants, that all items proposed meet all specifications unless the bidder takes specific written exception in its proposal. Where a delivery date is stated in the specifications, the bidder will be presumed to have agreed to provide the specified goods or services by that date unless explicitly stated otherwise in its proposal.

13. Bid bonds may be submitted either as surety bonds or as a *certified or cashier's check* for 10% of the amount bid, but not to exceed \$20,000. For purposes of contracts that contain multi-year terms or alternates, the bid bond shall be calculated on the highest amount bid, assuming that any extended or alternate term will be awarded. For example, the "amount bid" on specifications that allow the award of a two-year contract is the highest total that is bid for both years on any alternate, notwithstanding any reservation by the Authority of the right to award a one-year contract. Similarly, any performance security must be offered with reference to the highest amount bid. All sureties shall be licensed to do business in New Jersey. All checks shall have set forth as payee, and all sureties shall run in favor of, the "Atlantic County Utilities Authority." In the event that a certified or cashier's check is provided the bidder shall execute the form of guarantee included with this package. By submitting a bid, the bidder acknowledges that in the event he fails to enter into a contract upon an award of same, the entire amount of the check or bid bond shall be forfeited to the Authority as liquidated damages.

14. Bidders are required to use the prescribed forms for bid bond and consent of surety, which are provided as a part of this package. Substitute forms will not be accepted. Bidders are strongly advised to notify their bonding agents of this requirement. The issuing surety company shall supply with the bond a current Power of Attorney for its signatory on the bond. If the specifications do not call for the provision of performance and/or payment bonds on the part of the contractor, then the Consent of Surety portions of the combined bid bond/consent of surety form shall be of no effect.

15. The Authority's standard form of contract is attached. Bidders will be required to execute this form of contract upon award. If any exception is taken to the form of contract, all such exception(s) shall be set forth in writing in the proposal. The Authority will evaluate whether exceptions taken are sufficiently material as to make the bid nonconforming. Contract language will not be negotiated after opening of bids.

The bidder to whom the award is made will be required to execute a written contract with the Owner and to furnish appropriate surety bonds as specified within ten (10) days after notification of the award of contract. The contract shall be in the form included in the Contract Documents. If the bidder shall fail or refuse to sign a contract and provide necessary bonds within ten (10) days of the notification of award of contract and request therefore by Owner, the Owner may execute upon the bid bond or take possession of the funds otherwise provided as bid security. In the event that a contract is signed and all specified bonds are supplied, the bid bond or check shall be returned to the bidder.

16. In the event that changes are to be made to any specification before the date for opening of bids, the Authority will publish an Addendum, as required by law, in the *Atlantic City Press* and will also provide copies of that Addendum to all prospective bidders by facsimile or certified mail. Bidders are encouraged to provide a fax number to the Authority if possible in order to further expedite the distribution process.

17. Bidders will not be permitted to supplement or amend bids after submission. Bidders may, however, withdraw and replace their original bid by physically collecting the bid(s) from the

Authority, and substituting a complete new bid package, not later than 4:30 p.m. on the business day proceeding the time for opening of bids. Any representative of a bidder picking up a bid for purposes of withdrawal and replacement shall present proof of authority, on the bidder's letterhead, to do so. The substituted bid shall, in and of itself, conform to all bid requirements and shall have marked clearly on the outside the words "Substitute Bid--Original Bid Withdrawn" in order to avoid potential confusion. It is the bidder's responsibility to ensure that the first bid document has been completely withdrawn. Bidders in this situation are urged to attend the bid opening to ensure that the correct bid is opened. Materials from the first bid (e.g. bid bonds and required forms) will not under any circumstances be considered part of the substituted bid unless they are physically made a part of the substituted bid.

18. The original of all documents calling for signatures shall bear original signatures. Photocopied or otherwise non-original signatures will not be accepted, except that a Power of Attorney may contain the reproduced signatures of the authorizing officers of the surety company.

19. In the event of inclement weather or other emergent circumstances which may prevent the opening of bids at the scheduled date and time, the Authority will attempt to notify prospective bidders of the fact of rescheduling and as to any rescheduled time. In the event that the Atlantic County civil courts in Atlantic City are closed or if their opening is delayed (as announced on local radio stations), bidders may assume that all bid openings for that date have been postponed, notwithstanding the fact that the time for opening of bids may be after the delayed court opening time. If practicable, the Authority will post a sign at the entrance to its Administration and GEO Buildings announcing that the bid opening has been postponed and stating the rescheduled date and time. In the event of rescheduling the Authority shall retain all bids, unopened, for opening at the rescheduled date and/or time. The Authority will take such steps as it shall consider appropriate to notify all bidders of the rescheduled date and/or time.

20. The Authority cannot provide legal advice to bidders, nor are any of its officers or agents empowered to waive or modify any legal requirement either verbally or in writing. The New Jersey bidding statutes are contained at N.J.S.A. 40A:11-1 et seq., and regulations adopted thereunder, and bidders are presumed to be familiar with their requirements. We have attempted to make these specifications comply with the Local Public Contracts Law in all respects. In the event of a conflict between the terms of these specifications and relevant statutes, the statutes shall control in all cases. Bidders with questions regarding legal requirements are strongly advised to consult their own counsel. **All questions relating to technical aspects of the bid are to be directed in writing to the Authority Purchasing Manager unless specifically directed otherwise in the Specifications. NO QUESTIONS WILL BE ANSWERED OVER THE PHONE.** Questions should be asked in consecutive order, from beginning to end, following the organization of the bid document. Each question should begin by referencing the page number and section number to which it relates. Bidders are advised that any questions related to substantive aspects of the bid, to the extent that the answer affects all bidders' ability to compete equally, may be distributed to all bidders who have picked up specifications.

21. DOMESTIC MATERIALS: The bidder shall be aware in preparing his Bid that only systems, equipment or materials manufactured in the United States, where available, shall be used in the contract work.

22. In the event that the goods or services to be purchased require that the provider possess any license(s) issued by the State of New Jersey or any other governmental body, the bidder warrants by the submission of a bid that it possesses all such licenses.

23. Pursuant to C.40A:11-13, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the ACUA no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the ACUA, or the award of a contract.

24. Bidders **must** submit a copy of their New Jersey Business Registration Certificate with their Proposal, or prior to the award of the contract, pursuant to P.L. 2004, c. 57 (Chapter 57), amended. Proof of business registration shall be a copy of a Business Registration Certificate issued by the State of New Jersey, Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

25. Bid openings and results can be accessed on the ACUA webpage at www.acua.com/bids.

26. Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A- et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Authority reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The Authority will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor: 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Construction Contracts (including public works related purchase orders)

NEW JERSEY BUSINESS REGISTRATION: N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

Bidder: The Bidder must supply proof of its own New Jersey Business Registration. The Bidder may submit a copy of their New Jersey Business Registration Certificate with their Proposal, or the proof of business registration shall be provided prior to award of the contract by the ACUA, pursuant to P.L. 2004, c57 (Chapter 57 amended.)

Named Subcontractors: The Bidder must include proof of its own New Jersey Business Registration and proofs of New Jersey Business Registration of those subcontractors required to be listed in the bidder's submission (i.e., named subcontractors on the bid proposal form). The proof of business registration shall be provided prior to award of the contract by the ACUA, pursuant to P.L. 2004, c57 (Chapter 57 amended.)

Additional Unnamed Subcontractors:

- 1) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

Public Works Contractor Registration Act

The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the contract (N.J.S.A. 34:11-56.55).

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

Maintenance of Records

The Contractor shall maintain records for products and/ or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the ACUA upon request for purposes of conducting an audit, or for ascertaining information regarding dollar volume or number of transactions.

New Jersey Right to Know

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3)

Vendors may refer to the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

Disclosure of Contributions to ELEC

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Atlantic County Utilities Authority Payment Cycle

As established by Board Resolution 06-12-232, the payment cycle at the Atlantic County Utilities Authority shall be as follows:

1. Invoices and all other documentation required for approval of payment must be received by the Authority on or before the first Friday of a month for payment in that month's payment cycle.
2. Invoices received by the first Friday of any given month will be submitted to the Board of Commissioners at their regularly scheduled meeting, which occurs on the third Thursday of every month.

3. The approval of said payments by the Board of Commissioners is subject to a veto of the minutes by the County Executive pursuant to statute, which either occurs within ten days or is waived.
4. Payments will be issued by the Authority within five working days of formal notification by the County Executive that the minutes are approved or within five working days of the failure to the County Executive to act within ten days of receipt of the minutes.

SPECIMEN - DO NOT EXECUTE

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ between the ATLANTIC COUNTY UTILITIES AUTHORITY, a body corporate and politic with principal offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234-5623 (hereafter, ACUA), and

FEDERAL TAX I.D. NUMBER: _____

(hereafter, Contractor)

WITNESSETH:

1. Contractor agrees to furnish, deliver, and install

in accordance with the Specifications, its Proposal, the Notice to Bidders, Instructions to Bidders, and the General and Supplemental Conditions upon which Contractor submitted a bid and was awarded a contract for the aforementioned goods and services, all of which documents are incorporated herein by reference as though set forth at length. If the term "contract documents" is defined in the General Conditions, the Contractor shall perform its work in strict accordance with all requirements of the Contract Documents as said term is used therein.

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5. Contractor further agrees that, in the event of breach of any condition of this Agreement by Contractor, ACUA may obtain substitute goods and services under such terms and conditions as ACUA may find advisable under the circumstances, and may recover from Contractor, in addition to any other remedies provided by law, any and all expenses incurred in obtaining such substitute goods and the difference between the cost of said substitute goods and the amount of ACUA's obligation to Contractor hereunder.

6. 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 in addition to all other covenants set forth in this Agreement. 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.

7. The ACUA shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8. Upon execution and submission of a properly executed Voucher, the faithful performance of this Contract and all covenants and agreements made herein, and the acceptance of the goods and/or services described herein by ACUA, ACUA agrees to pay to Contractor in accordance with the terms of the documents referenced in Paragraph 1. hereof, the sum of

Dollars) upon the formal approval of said payment by the members of ACUA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first set forth above.

ATTEST:

ATLANTIC COUNTY UTILITIES AUTHORITY

BRIAN LEFKE, SECRETARY

BY: RICHARD S. DOVEY, PRESIDENT

ATTEST:

CONTRACTOR:

(ATTACH CORPORATE SEAL IF
CORPORATION)

BY:

PAYMENT AND PERFORMANCE BOND
(P.L. 1996, c. 81)
(REQUIRED STATUTORY FORM)

(DO NOT EXECUTE UNTIL AFTER CONTRACT AWARD)

Know all men by these presents, that we, the undersigned

As **PRINCIPAL** and

Name

Address

as **SURETY(IES)**, are hereby held and firmly bound unto the **ATLANTIC COUNTY UTILITIES AUTHORITY(OBLIGEE)** in the penal sum of

_____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this day of _____, 20____

The condition of the above obligation is such that whereas, the above named **PRINCIPAL** did on the _____ day of _____, 20____

enter into a contract with the **ATLANTIC COUNTY UTILITIES AUTHORITY** which contract is for and is known as

which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said PRINCIPAL shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the OBLIGEE herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY(IES) for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said SURETY on its bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals the day and date set forth above, the name and corporate seal of each corporate party being hereunto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body, and the SURETY has complied with all applicable requirements of law with respect to the Surety Disclosure Statement and Certification which is attached hereto and made a part hereof.

ON BEHALF OF INDIVIDUAL OR PARTNERSHIP

(Individual or General Partner)

(Address)

(Individual or General Partner)

(Address)

ON BEHALF OF CORPORATION

(Authorized Signatory - affix corporate seal)

Attest: _____

ON BEHALF OF SURETY

(Authorized Signatory - affix seal and attach valid,
original Power of Attorney and
Surety Disclosure Statement and Certification)

PAYMENT AND PERFORMANCE BOND – PAGE 3 OF 3

WHEREAS, the Principal,

Longo Electrical-Mechanical, Inc.

(Name of bidder)

has submitted a bid on a public contract with the Atlantic County Utilities Authority as Owner, which contract is identified as Atlantic County Utilities Authority Bid No.

2017-WW-12

Subject matter of bid: Johnson 48CMC-1 Vertical Pump Repair
and the Surety,

The Ohio Casualty Insurance Company

(insert name of surety)

desires along with the Principal to provide certain bonds and certifications to the Owner as required by law and by the Specifications in the above Bid;

THEREFORE, the Principal and the Surety, intending to be legally bound, hereby provide the following to the Owner:

BID BOND (N.J.S.A. 40A: 11-21)

THIS BOND, made this 7th day of July, 2017,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety are held and firmly bound unto the Owner, in the penal sum of Ten Percent of the Amount Bid Not To Exceed

Twenty Thousand Dollars
\$ 10% No to Exceed \$20,000.00 for the payment of which, well

(Fill in bond amount, 10% of bid
Not to exceed \$20,000.00)

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

BID BOND/CONSENT OF SURETY – PAGE 2 OF 5

WHEREAS, the Principal has submitted a bid as aforesaid to the Owner for the public contract identified hereinabove;

THEREFORE,

- a) if the bid of the Principal referenced above shall be rejected; or
- b) if said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish all required performance and/or payment bonds, and shall otherwise fulfill the obligation to enter into a contract created by the acceptance of said bid, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect, it being understood that the total obligation of the Surety under this Bid Bond shall under no circumstances exceed the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be in no way impaired or affected by any extension of time for acceptance of said bid and the Surety hereby waives notice of any such extension.

CONSENT OF SURETY - AS TO PRINCIPAL (N.J.S.A. 40A:11-22)

The Surety by its signature hereupon certifies to the Owner that in the event that the contract named in the preceding Bid Bond is awarded to the Principal named herein, it will become surety for all performance, payment, and other bonds required by the Specifications, in the full amount required by the Specifications. In the event that the contract shall be modified by duly authorized change order, the undertakings of the Surety with respect to bonding shall extend to the amount of any such change order(s) as well.

**CONSENT OF SURETY - AS TO PRINCIPAL AND SUBCONTRACTORS
(N.J.S.A. 40A:11-16)**

In addition to the foregoing Consent of Surety As to Principal, the Surety by its signature hereupon certifies to the Atlantic County Utilities Authority as Owner that the performance security which it has consented to provide hereunder on behalf of the Principal shall be provided on behalf of the Principal and all subcontractors, in accordance with N.J.S.A. 40A:11-16, in an amount sufficient in the aggregate (including any evidence of performance security provided by subcontractors separately) to provide to the Owner evidence of performance security on behalf of the Principal and any or all subcontractors, in an amount equaling but in no event exceeding the total amount bid.

**WARRANTY AS TO AUTHORIZATION TO DO BUSINESS
IN THE STATE OF NEW JERSEY;
COMPLIANCE WITH P.L. 1995, C. 384**

The Principal and the Surety, by their signatures on this document, warrant and represent to the Owner as follows:

a. that the Surety is licensed to do business in the State of New Jersey as of the date of signature and that the Surety has not been declared insolvent or bankrupt, nor has it filed or has it had filed against it proceedings in the State of New Jersey or any other State for dissolution or revocation of its authority to do business.

b. that it is familiar with and has reviewed the requirements of P.L. 1995, c. 384 with respect to qualifications of sureties and completion of the required Surety Disclosure Statement and Certification; that it meets all applicable requirements and qualifications of said statute; and

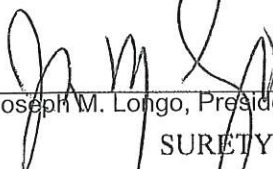
c. that it will, if the above-named Principal is awarded a contract hereunder, fully and timely execute the required Surety Disclosure Statement and Certification as to all performance and payment security.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals to this instrument the day and year first above written. By their signatures hereon, the individual signatories warrant they have sufficient authority to bind their principals as all representations and warranties contained herein, to this Bid Bond, and to the extent applicable under the Specifications, to the Consents of Surety, set forth above.

AFFIX CORPORATE SEALS IF APPLICABLE:

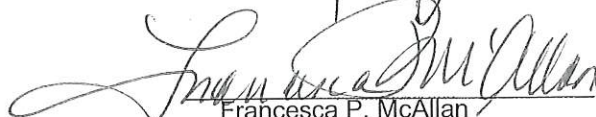
PRINCIPAL: Longo Electrical-Mechanical, Inc.

Dated:
July 7, 2017


_____(L.S.)
Joseph M. Longo, President

SURETY: The Ohio Casualty Insurance Company

Dated:
July 7, 2017


_____(L.S.)
Francesca P. McAllan

ATTACH POWER OF ATTORNEY Attorney-in-fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7724672

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angelo Sansano; Charlotte Wendland; Francesca P. McAllan; Jennifer Nicholas McBride

all of the city of DOVER, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of July, 20 17.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$62,496,514	Unearned Premiums.....	\$1,108,755,728
*Bonds — U.S Government.....	391,344,337	Reserve for Claims and Claims Expense	2,757,420,371
*Other Bonds.....	3,464,047,735	Funds Held Under Reinsurance Treaties.....	0
*Stocks	281,912,685	Reserve for Dividends to Policyholders.....	151,185
Real Estate.....	24,710,290	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	668,153,487	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	31,694,708	Other Liabilities	<u>53,393,377</u>
Other Admitted Assets.....	<u>717,271,701</u>	Total	\$3,919,720,661
		Special Surplus Funds.....	\$ 15,241,173
		Capital Stock.....	4,500,000
		Paid in Surplus.....	738,183,897
		Unassigned Surplus.....	963,985,727
		Surplus to Policyholders	<u>1,721,910,797</u>
Total Admitted Assets.....	<u>\$5,641,631,457</u>	Total Liabilities and Surplus	<u>\$5,641,631,458</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017,

TAMikolajewski

Assistant Secretary



Liberty Mutual.
SURETY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

THE OHIO CASUALTY INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of The Ohio Casualty Insurance Company as determined in accordance with the applicable laws of this State, totals \$1,721,910,797.00 as of the calendar year ended December 31, 2016, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) The Ohio Casualty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2016 in the amount of \$153,699,000.00.

4) The amount of the bond to which this statement and certification is attached is \$The Amount
Bid.

5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for The Ohio Casualty Insurance Company, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of The Ohio Casualty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of The Ohio Casualty Insurance Company are false, this bond is VOIDABLE.

THE OHIO CASUALTY INSURANCE COMPANY

By: David M. Carey

David M. Carey, Assistant Secretary

Dated: July 7, 2017

CORPORATE ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 7th day of July, 2017,

before me personally came Joseph M Longo to me known, who
being by me duly sworn, did depose and say that he/she is the President
of Longo Electrical-Mechanical, Inc. the corporation described in and
which executed the above instrument; that he/she knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the Board of Directors of said corporation and that
he/she signed his/her name thereto by like order.

My commission expires 11-14-19

Meryl Rehaut
Notary Public

MERYL REHAUT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 14, 2019

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 7th day of July, 2017

Before me personally came Francesca P. McAllan to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of The Ohio Casualty Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____

(Charlotte Wendland)

CHARLOTTE L WENDLAND
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50045726
MY COMMISSION EXPIRES SEPT. 13, 2021

**ATLANTIC COUNTY UTILITIES AUTHORITY
GENERAL INSURANCE AND INDEMNITY REQUIREMENTS**

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submissions. See "Insurance Check List" for specific coverages applicable to this contract.

1. - General Insurance Requirements

1.1 - The Contractor shall not start Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any Subcontractor to start work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors will be granted only after submission to the Authority of original, certificates of insurance signed by authorized representatives of the insurers, policy endorsements as specified or, at the Authority's request, certified copies of the required insurance policies

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the work by the Authority in accordance with 2.1.1.iv.. Certificates of Insurance with endorsements shall be maintained with the Authority throughout the term of the Contract and for two years after final acceptance.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1 unless any such requirement is expressly waived or amended by the Authority in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Authority immediately upon request.

1.4 - All insurance policies shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. A copy of the endorsement shall be furnished to the Authority.

1.5 - No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Authority, may be considered. Written requests for consideration of alternate coverages must be received by the Authority at least ten working days prior to the date set for receipt of bids or proposals; if a deadline for submission of questions or interpretations is set forth in the Instructions to Bidders, requests must be received by that deadline. If the Authority denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Authority permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed as an addendum prior to the time and date set for receipt of bids or proposals.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Authority grants specific approval for an exception as described above.

1.8 - Any insurance deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 – The Contractor shall provide insurance as specified in the “Insurance Coverage Check List” attached to this section.

1.10 - If the Authority is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the Contractor shall bear all reasonable costs properly attributable thereto.

1.11 - The Contractor covenants to save, defend, keep harmless and indemnify the Authority and all of its elected or appointed officials, agents and employees (collectively the "Authority") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving completed operations after completion of the work by the Contractor for which the Authority gives notice to the Contractor after the completion of the work.

1.12 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work, subject to Builder's Risk or Installation Floater insurance requirements, if any, contained in these documents. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final completion of the work by the Contractor.

1.13 - Insurance coverage required in the Contract Documents shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written request from the Authority at any time during the contract term, the Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at time of termination.

1.14 - Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.15 All precautions shall be exercised by the contractor at all times for the protection of persons, (including employees) and property., All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property and utility service interruption expenses occurring by reason of its operation on the Authority's property.

2. - Contractor's Insurance

2.1 - The Contractor shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified in the "Insurance Check List" or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 - Business auto liability insurance or its equivalent including coverage for the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos);
- ii. Automobile contractual liability;
- iii. Motor Carrier Act endorsement, if applicable.

2.1.3 - Workers compensation insurance with statutory benefits as required by any state or Federal law, or as required by union labor agreements, including standard "other states" coverage; employers liability insurance.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent including all of the following coverages as underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 - By endorsement, the Authority and Authority's elected and appointed officials, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance, and umbrella excess or excess liability insurance if required, with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

2.1.6 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees under the Contractor's liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Authority and its elected and appointed

officials, agents and employees shall be excess of and non-contributory with insurance as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

2.2.1 - The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or

2.2.2 - The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

INSURANCE COVERAGE CHECK LIST

REQUIRED FOR ALL BIDS:

1. Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction endorsement required.
 2. Best's Rating for all carriers: "A-" VII or better, or its equivalent
 3. Certificate must state bid number and bid title
 4. ACUA and its officials, agents and employees named as additional insureds on other than W/C and auto. This coverage is primary to all other insurance and/or self-insurance available to ACUA.
 5. Workers' Compensation & Employers' Liability: New Jersey statutory limits, employers' liability coverage minimum \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease;
 6. USL&H Employment: Statutory - if applicable to the project; and
 7. CGL general aggregate is to apply per project.
- Items marked "X" are required to be provided if award is made to your firm.

INSURANCE COVERAGE CHECK LIST (Continued)

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<u> X </u> 1. Workers' Compensation	Statutory limits of the State of New Jersey
<u> X </u> 2. Employers Liability	\$100,000 accident; \$100,000 disease each employee \$500,000 policy limit
<u> </u> 3. USL&H Endorsement	Statutory
<u> X </u> 4. Commercial General Liability	Items Nos: 4 ,5,6,8 &10 require: \$ <u>1,000,000.00</u> combined single limit for bodily injury and property damage each occurrence with \$ <u>1,000,000.00</u> general aggregate per project
<u> </u> 5. Premises/Operations	
<u> </u> 6. Independent Contractors	
<u> </u> 7. Products/Completed Operations	<u>Two (2)</u> year(s) \$1,000,000 aggregate
<u> </u> 8. Contractual Liability	
<u> </u> 9. Personal Injury Liability	\$1,000,000 each offense
<u> </u> 10. XCU Coverage	
<u> X </u> 11. Automobile Liability	\$1,000,000 Bodily injury and Property Damage each accident (Items 11 & 12)
<u> X </u> 12. Owned, Hired & Non-owned	
<u> </u> 13. Motor Carrier Act End.	
<u> X </u> 14. Umbrella Liability	\$1,000,000 BI & PD & PERS INJURY unless other limits stated below \$ _____ BI & PD, & Pers Inj
<u> </u> 15. Other Insurance Required:	
_____	\$ _____
_____	\$ _____

The Authority and its officials, agents and employees are to be named as additional insureds on Commercial General Liability, and Umbrella if applicable. This coverage is primary to all other coverage the Authority may possess.



NEW JERSEY MANUFACTURERS INSURANCE COMPANY

301 Sullivan Way, West Trenton, NJ 08628
609-883-1300 / www.NJM.com

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

INSURED Longo Electrical Mechanical Inc
PO Box 511
Wharton NJ 07885-0511

PROJECT Re: Bid No: 2017-WW-11 Johnson 30MS-1 Vertical Pump and 500 HP motor repair.
POLICY NO. W21291-0-17 **EFFECTIVE** 01/31/2017 **EXPIRING** 01/31/2018

This policy insures the obligations imposed upon the Insured by the provisions of the Workers Compensation Law of New Jersey. The limits of liability for Part Two - Employers Liability - under this policy are as follows:
Bodily Injury by Accident \$1,000,000 each accident, and for Bodily Injury by Disease \$1,000,000 policy limit,
\$1,000,000 each employee.

NOTE: Waiver of subrogation and/or inclusion of interests not owned in the majority by the insured are not permitted under this policy by New Jersey Workers Compensation Statute.

The issuance of this Certificate imposes no liability on the Company beyond that provided by the terms, conditions and exclusions of such policy as are described above by policy number, effective and expiration dates.

CERTIFICATE HOLDER
ATLANTIC COUNTY UTILITIES AUTHORITY
PO BOX 996
PLEASANTVILLE NJ 08232

ISSUE DATE 06/30/2017



LONGE-1

OP ID: VR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Henry O. Baker Ins. Group 7 South Warren Street Dover, NJ 07801 Francesca P McAllan	CONTACT NAME: Valerie Rivera	FAX (A/C, No): 973-366-5116	
	PHONE (A/C, No, Ext): 973-366-0500	E-MAIL ADDRESS: valerier@henryobaker.com	
INSURED Longo Electrical-Mechanical Inc. P.O. Box 511 Wharton, NJ 07885	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25666
	INSURER B : Travelers Property Casualty		25674
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	630-9G050720-TIA-17	03/23/2017	03/23/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liab.					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB	☒ OCCUR	CUP-9G050720-17	03/23/2017	03/23/2018	EACH OCCURRENCE \$ 6,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 6,000,000
	DED ☒ RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y / ☒ N				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Transportation Cov		630-9G050720-TIA-17	03/23/2017	03/23/2018	Transport 1,000,000
A	Bailee Installa		630-9G050720-TIA-17	03/23/2017	03/23/2018	Bailee 2,700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BID No. 2017-WW-11 Johnson 30MS-1 Vertical Pump & 500 HP US Motor Repair
The Authority and its officials, agents and employees are included as Additional insured on the General Liability and Umbrella Liability if required by written contract for work performed by the named insured. It is intended for this insurance to be primary and non-contributory per CONT...

CERTIFICATE HOLDER

CANCELLATION

ATLAN02	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Atlantic County Utilities Authority Po Box 996 Pleasantville, NJ 08232	AUTHORIZED REPRESENTATIVE <i>Jennifer Nicholas</i>

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NOTEPAD:

HOLDER CODE **ATLAN02**
INSURED'S NAME **Longo Electrical-Mechanical**

LONGE-1
OP ID: VR

PAGE 2
Date **06/30/2017**

the policy form and conditions.
The Umbrella is excess and follow form over the Auto and Employers
Liability policies.
****If awarded the job, the policy will be endorsed to add the 30 day
notice of cancellation, except 10 days for non-payment of premium****

INSURANCE AGENT'S STATEMENT

I CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit, if applicable.

The policy(ies) carry the following deductibles: 0

Liability policies are (indicate): General liability, Umbrella liability Occurrence ☒
Claims Made ☐

Henry O. Baker Ins. Group.
NAME OF INSURANCE AGENT

Valerie Rivera
SIGNATURE

Date 6/30/17, 2017

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

Longo Electrical-Mechanical, Inc.
NAME OF BIDDER

Joseph M. Longo, President
SIGNATURE

Date July 7, 2017, 2017

GENERAL INSURANCE REQUIREMENTS

NEW JERSEY MANUFACTURERS INSURANCE COMPANY

301 Sullivan Way
West Trenton, New Jersey 08628-3496
(609) 883-1300

CERTIFICATE OF COMMERCIAL AUTOMOBILE INSURANCE

We certify that we have issued an automobile insurance policy, as described below:

Insured:
LONGO ELECTRICAL
MECHANICAL INC ET AL
1 HARRY SHUPE BLVD
PO BOX 511
WHARTON NJ 07885

Policy No. C 803026-4

Effective 07/01/2017

Expiring 03/23/2018

TYPE OF COVERAGE	LIMIT
Covered Autos Liability	\$1,000,000 Combined Single Limit (CSL) Each Accident
Comprehensive	
Specified Causes of Loss	
Fire & Theft	
Collision	

This certificate is issued for the information of:

Project:

ATLANTIC COUNTY
UTILITIES AUTHORITY
PO BOX 996
PLEASANTVILLE NJ 08232

BID #2017-WW-11
JOHNSON 30MS-1
VERTICAL PUMP AND
500 HP MOTOR REPAIR

- ♦ Fleet of Autos including hired and non-owned autos.
- ♦ If we cancel the policy for nonpayment of premium or existence of a moral hazard (as defined in the policy), at least 10 days notice will be provided to the policyholder, and to ATLANTIC COUNTY UTILITIES AUTHORITY at the above address. If we cancel the policy for any other reason, at least 30 days notice will be provided to the policyholder, and to ATLANTIC COUNTY UTILITIES AUTHORITY at the above address.
- ♦ Any person or organization required to be named under a written contract or written agreement is an Additional Insured for Liability coverage under the terms of the referenced policy, but inclusion of such interest does not increase the limits of our liability.
- ♦ This policy contains an endorsement for primary and non-contributory liability coverage.
- ♦ This certificate imposes no liability on us beyond that stated in the provisions of the policy described above.



Agent

C803026-4

BID #2017-WW-11 JOHNSON 30MS-1 VERTICAL
PUMP AND 500 HP MOTOR REPAIR

INSURANCE AGENT'S STATEMENT

I CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit, if applicable.

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

KIMBERLY L. BRELSFORD
NAME OF INSURANCE AGENT

Occurrence ☒
Claims Made ☒
Kimberly L. Brelsford
SIGNATURE

Date JUNE 30, 2017

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

Longo Electrical-Mechanical, Inc
NAME OF BIDDER

Joseph M. Longo
SIGNATURE Joseph M. Longo, President
Date July 7, 2017

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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, gender identity or expression, disability, nation-ality 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, affection-al 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, up-grading, 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 provisions of this nondiscrimination clause.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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.

In conforming with the targeted 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, race, 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.

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Atlantic County Utilities Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: TOTHAMSON 48CMC-1 Vertical Pump Repair

Bidder Name: LONGO Electrical - Mechanical Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR

☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joseph M. Longo Signature: [Signature]

Title: President Date: July 7, 2017

ATLANTIC COUNTY UTILITIES AUTHORITY
BIDDER'S STATEMENT OF QUALIFICATIONS

The bidder is required to provide evidence to the Owner that he is qualified to perform the contract work. This evidence shall include, but shall not be limited to a statement of work of a similar nature to the contract work that the bidder has performed in the last five years, and such other evidence as the bidder shall deem relevant to his qualifications and experience. The Owner reserves the right, in its sole judgment, to request such other and further information and undertake such other investigation as it shall consider necessary to determine the bidder's qualifications and responsibility. By the act of bidding the bidder consents to such additional investigation.

BIDDER'S STATEMENT (Use additional sheets if necessary.)

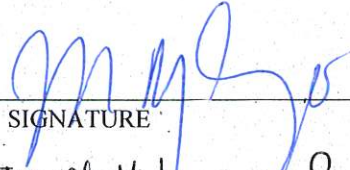
Are additional sheets attached?

☒ Yes ☐ No

STATEMENT MUST BE CERTIFIED BELOW:

I hereby certify that the foregoing statements are true and recognize that if any statement herein is willfully false I am subject to punishment.

Dated: July 7, 2017



SIGNATURE

Joseph H. Longo President

PRINT NAME AND TITLE

BIDDER'S STATEMENT OF QUALIFICATIONS – PAGE 1 OF 1



PARTIAL EXPERIENCE LIST

OWNER	PROJECT	CONTACT	AMOUNT	COMPLETED	COMMENTS
BUZZI UNICEM (formerly Hercules) PO Box 69 Stockertown, PA 18083	Overhaul of multistage vertical turbine pumps 2 stage	Dan Schlegel 610-746-6217	\$ 21,850	2007	
CITY OF PHILADELPHIA 1100 Market St. Philadelphia, PA 19107	Motor/Pump Repair	Larry Philyaw 215-685-4053	\$ 400,000	2008	
FIRST ENERGY (YARDS CREEK) 1001 Broad Street Blairstown, NJ 07825	Furnish & Installation two (2) 200 HP Cooling Water Supply Pumps with plumbing modifications	Jeff Geuther 908-362-6163	\$ 152,000	2007	
INVESTMENT PROPERTIES 2 Lane Ave Caldwell, NJ 07006	Inspection/Repair of Muffin Monster Grinder for Regency Apartments	Calvin Teich 973-364-0099	\$ 10,000	2008	
KEYSPAN ENERGY - NORTHPORT STATION	Overhaul and rebuild of 30Hp Flygt pump	Roy Jongebloed 631-262-2255	\$ 10,000	2006	
MONTCLAIR, TWP OF 205 Claremont Ave. Montclair, NJ 07042	Upgrades to Grove Street Pump Station	Gary Obszarny 973-783-5600	\$ 1,663,000	12/31/2010	
NORTH BERGEN MUA 6200 Tonelle Avenue North Bergen, NJ 07047	Inspection/Repair of Muffin Monster Grinder	John Bartoli 201-854-8518	\$ 8,200	2010	
NYC DEP Contract 1152-KSB 59-17 Junction Blvd. Corona, NY 11368	Repair of submersible KSB pumps	Wen Hung 718-595-5166	\$ 1,317,164	in progress	
NYC DEP Contract 1151-FLT 59-17 Junction Blvd. Corona, NY 11368	Repair of submersible Flygt pumps	Wen Hung 718-595-5166	\$ 909,500	in progress	
NYC DEP Contract 1200-FMG 59-17 Junction Blvd. Corona, NY 11368	Inspection/Repair of Franklin Miller Grinder	Nabil El-Ghannam 718-595-6289	\$ 395,000	Ongoing	
PORT AUTHORITY OF NY & NJ NEWARK LIBERTY AIRPORT NEWARK NJ	Furnish and Install Stormwater Pumps and Controls	John Volpe 201-961-6245	\$ 586,000	2011	
PSEG BERGEN Victoria Terrace Ridgefield, NJ 07657	Overhaul and rebuild of 5' diameter service water vertical turbine pump	Kevin Best 973-430-7541	\$ 65,000	2007	
PSEG BRIDGEPORT HARBOR STATION 1 Atlantic Street Bridgeport, CT 06604	Overhaul and rebuild of 5' diameter service water vertical turbine pump	Tom Neeley 203-551-6015	\$ 98,000	2007	

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Longo Electrical-Mechanical Inc.

Organization Address: 1 Harry Shupe Blvd, Wharton NJ 07885

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Joseph H. Longo 2015 Trust 98%	49 Picatinny Rd. Morristown NJ, 07960

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

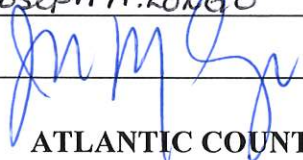
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Atlantic County Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **ACUA** to notify the **ACUA** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ACUA** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Joseph M. Longo	Title:	President
Signature:		Date:	July 7, 2017

ATLANTIC COUNTY UTILITIES AUTHORITY

N/A

BID GUARANTEE

NOTE: THIS FORM IS TO BE EXECUTED ONLY IF THE BIDDER IS PROVIDING A CERTIFIED OR CASHIER'S CHECK IN LIEU OF A BID BOND. IF THIS IS THE CASE AND PERFORMANCE AND/OR PAYMENT BONDS ARE REQUIRED BY THE PROJECT SPECIFICATIONS, THE PRESCRIBED CONSENT OF SURETY FORM MUST ALSO BE EXECUTED.

IF A SURETY BOND IS NOT PROVIDED, COMPLETE AND SIGN THIS GUARANTEE AND ATTACH CHECK FOR 10% OF THE AMOUNT BID, NOT TO EXCEED \$20,000.00.

Pursuant to N.J.S.A. 40A:11-21, I hereby certify, on behalf of the person or entity whose name appears below as the bidder herein, that if the contract is awarded to said person or entity it will enter into a contract therefore and will furnish any performance bond or other security required, if any, as a guarantee or indemnification of the Atlantic County Utilities Authority. A cashier's or certified check in the amount of 10%(Ten Per Cent) of the amount bid is attached hereto. I recognize, on behalf of the bidder, that if the bidder fails or refuses to enter into the contract and supply the required performance bond or other security said check will be forfeited to the Atlantic County Utilities Authority.

SIGNATURE OF BIDDER: _____ DATE: _____

NAME AND TITLE(PRINT OR TYPE): _____

BUSINESS ADDRESS: _____

**ATTACH CASHIER'S OR CERTIFIED CHECK, PAYABLE TO
"ATLANTIC COUNTY UTILITIES AUTHORITY" HERE.**

ATLANTIC COUNTY UTILITIES AUTHORITY

**BID BOND, CONSENT OF SURETY
AND CONSENT OF SURETY ON BEHALF OF
PRINCIPAL AND SUBCONTRACTORS**

Information for Bidders and Sureties:

NOTE: The attention of both bidders and sureties is directed to P.L. 1995, c. 384, effective January 10, 1996. That statute requires that all sureties on public projects execute a Surety Disclosure and Certification at the time of submission of performance security. This form is not required as part of the bid submission but must be provided with any required performance and payment bonds. The statute also sets specific financial requirements with respect to sureties, which must be met as a condition of approval of performance or payment security.

1. This form of bond must be used by all bidders where bid and/or performance bonding is required by the Specifications or by statute.

The purpose of this combined bid bond-consent of surety form is to provide a standard bid bond and at the same time to avoid omission of required consents of surety.

2. The obligations of the surety under the "Consent of Surety - As to Principal" made a part of this Bond shall be legally effective if, and only if; the Specifications require performance and/or payment security to be provided. If this security is not required by the Specifications, by execution of this document the surety does not obligate itself to provide it. In the event that the contract to be awarded is governed by the provisions of N.J.S.A. 40A:11-16 with respect to listing of subcontractors, the "Consent of Surety - As to Principal and Subcontractors" shall also be effective whether or not the Specifications explicitly require performance security on behalf of subcontractors.

3. If a bidder chooses to provide a certified check in lieu of bid bond, the bidder is required to execute the Bid Guarantee also included in this packet.

4. If the bidder determines to provide a check in lieu of bid bond and the Specifications require performance, payment, or other contract bonding of any kind, the Consents of Surety must nevertheless be executed. This form, to the extent it is a bid bond but only to that extent, shall be superseded by the submission of a check and Bid Guarantee.

**ATLANTIC COUNTY UTILITIES AUTHORITY
PROPOSAL FORM**

BID NO: 2017-WW-12

SUBJECT: JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

NAME OF BIDDER: Longo Electrical-Mechanical Inc.

The above-named bidder, having read and being familiar with the instructions to bidders and the Specifications, and intending to be legally bound hereby, submits the following proposal to the Atlantic County Utilities Authority:

I(we) will deliver all items and/or perform all work as set forth in the Specifications, without additional cost or exceptions of any kind, for the total lump sum price set forth below:

\$ 69,930.00 (set forth full price in dollars)

Sixty Nine Thousand Nine Hundred thirty Dollars Zero Cents.
(set forth full price in words)

BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA.

All received addenda are listed below:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGNATURE

Joseph M. Longo - President -
PRINT NAME AND TITLE

Longo Electrical-Mechanical Inc.
BIDDER NAME

ATLANTIC COUNTY UTILITIES AUTHORITY
CHECKLIST AND CERTIFICATION OF PROPOSAL

BID NO: 2017-WW-12

SUBJECT: JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- | | |
|--|-------------------------------------|
| 1. PROPOSAL – INCLUDING RECEIPT OF ALL ADDENDA (SIGNED) | ☒ |
| 2. REQUIRED ELEMENTS AS LISTED IN TECHNICAL SPECIFICATIONS | ☒ |
| 3. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN | ☒ |
| 4. STATEMENT OF QUALIFICATIONS (SIGNED) | ☒ |
| 5. DISCLOSURE OF OWNERSHIP (SIGNED) | ☒ |
| 6. BID BOND/CONSENT OF SURETY ON REQUIRED ACUA FORM
(FULLY EXECUTED WITH POWER OF ATTORNEY) | ☒ |
| 7. CHECK, IF SUPPLIED IN LIEU OF SURETY BID BOND
(CERTIFIED OR CASHIER'S CHECK) | ☐ |
| 8. IF CHECK IS SUPPLIED, BID GUARANTEE (SIGNED) | ☐ |
| 9. BUSINESS REGISTRATION CERTIFICATE
(Not required with bid submittal) | ☒ |
| 10. ALL APPLICABLE WARRANTIES | ☐ |

CERTIFICATION

1. I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment nonconforming to the specifications.

2. I hereby certify that I have read the Proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

3. The required bid bond has been executed in favor of the Atlantic County Utilities Authority. I acknowledge, on behalf of the business entity submitting this proposal, that should the proposer fail to enter into a contract after award of same the bid bond or check submitted herewith shall be forfeited. I further state that I am authorized to execute this Proposal on behalf of my principal.

ATLANTIC COUNTY UTILITIES AUTHORITY
CHECKLIST AND CERTIFICATION OF PROPOSAL

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER:

DATE:

NAME AND TITLE (PRINT OR TYPE):

BUSINESS ADDRESS:

PHONE NO.:

FAX NO.:

EMAIL:

FED ID NO.:

ATLANTIC COUNTY UTILITIES AUTHORITY

TECHNICAL SPECIFICATIONS

BID NO: 2017-WW-12

SUBJECT: JOHNSON 48CMC-1 VERTICAL PUMP REPAIR

**DATE AND TIME OF BID OPENING: JULY 7, 2017
11:00 A.M., LOCAL TIME**

**ACUA CONTACT: OREN R. THOMAS, IV, RPPO, QPA
Purchasing Manager**

EMAIL: rthomas@acua.com

FAX: (609) 272-6936

Please refer to instructions to Bidders section for information regarding bidding forms and requirements. If there are any questions of a technical nature, contact the person named above.

JOHNSTON 48CMC-1 STAGE VERTICAL PUMP

DESCRIPTION:

- A. The ACUA Wastewater Treatment Plant utilizes the Johnson 48CMC-1 Stage Vertical Pump for its effluent outfall pumping. The pump was disassembled and shipped to the Ruhrpumpen Service Center, in Hampton, Virginia for evaluation. Enclosed is a copy of their inspection report.

SCOPE OF WORK (PUMP):

- A. The Repair Facility shall make arrangements to have the pump assembly shipped back to their facilities for repair. All shipping cost is part of this contract. The contractor will be responsible for any loss or damage to the equipment while in transit and for any delays.
- B. The repairs required to the pump assembly are described in the attached report under "recommendations for repair". All work shall be performed at a pump repair facility capable of handling this size pump. All repairs shall be performed by qualified personnel experienced in repairs of this nature. All machine work and registers shall be with-in the manufactures specifications.

INSTALLATION & ASSEMBLY

- A. Prior to shipping the pump back to the ACUA facility all sections of the pump shall be assembled and checked for proper alignment with-in manufactures tolerance. The contractor shall provide 10 days notice before assembly and formal testing of the equipment. ACUA staff reserves the right to be at your facility at this time to observe the assembly.
- B. Disassemble the pump and prepare for shipment. Pump shall be shipped to the ACUA Wastewater Plant, 1801 Absecon Blvd., Atlantic City, NJ 08401. The Contractor shall notify the ACUA when shipping arrangements are finalized so ACUA is prepared to accept and assist with the unloading of the pump. All shipping cost is part of this contract. The contractor will be responsible for any loss or damage to the equipment while in transit and for any delays.
- C. Installation of the pump at the ACUA Facility will be performed by ACUA staff. This contract shall include the cost of one of the contractors experienced technicians who was involved in the repairs to the pump to be on-site at the time of the installation. The cost shall include travel, lodging and meals for up to 3 days. The work will be performed between the hours of 7:00 AM to 3:00 PM. Also include in your bid a line item for the cost per day if additional time is needed.
- D. During the installation of the pump assembly the contractors's technician shall observe the installation and make any suggestion on the assembly process. The technician shall check the alignment and tolerances of each part of the assembly before it is lowered into the well. The contractor shall equip the technician with all the equipment necessary to complete his assembly inspection
- E. The technician shall observe start up of the pump and perform vibration checks on the pump base assembly. All vibrations readings shall be with-in the limits of the manufacture specifications and Hydraulic Institute Standards. If additional balancing is required it shall be the responsibility of the contractor to utilize the services of an experienced a technician to perform the work. Two copies of all vibration readings before and after shall be given to ACUA for their files. **All work included in this project shall not exceed 12 weeks (including final delivery to the ACUA).**

WARRANTY

- A. Contractor shall guarantee all parts and repairs for a period of one year from the date of acceptable startup of the pump and motor against defects of material or workmanship.