

3/20/24

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
THE TRI-M GROUP, LLC**

THIS CONTRACT is made effective the 6th day of March, 2024, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **THE TRI-M GROUP, LLC**, of 206 Gale Lane, Kennett Square, Pennsylvania, 19348, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for emergency services as defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS), and as certified to by Pete Scirrotto, County Director of Buildings and Grounds; for the immediate purchase and replacement of non-operating variable frequency drives to repair the HVAC System and Hot Water Pump at the Gloucester County Justice Complex, 70 Hunter Street, Woodbury, NJ 08096, to comply with PEOSH standards; and

WHEREAS, the Director of Buildings and Grounds has notified the County Purchasing Agent of the nature of emergency and the need for invoking the Emergency Provisions, and has certified to the same; and

WHEREAS, Contractor represents that it is qualified to provide needed services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **CONTRACT TERM**. Contract shall be for the period March 6, 2024 through project completion.
2. **COMPENSATION**. Contractor shall be compensated for the total amount of \$26,350.00, pursuant to Contractor's proposals DK35243_4, DK35243_1_2, and DK35243U_5_6.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be to furnish all labor, materials and equipment necessary to repair the inoperable HVAC System and Hot Water Pump at the Justice Complex, 70 Hunter Street, Woodbury, NJ 08096, in compliance with PEOSH standards.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth 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 Vendor, 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, sex, veteran status or military service.

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.

5. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in any Bid Specifications which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

17. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior written approval of the County.


18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

19. **CONTRACT PARTS.** This Contract consists of this Contract and any specifications promulgated by the County, and the bidder's proposal package, all of which are referred to and incorporated herein by reference, if applicable. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

THIS CONTRACT is dated this 6th day of March, 2024.

ATTEST:


LAURIE J. BURNS, CLERK

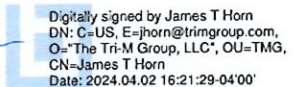
COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR
BOARD OF COMMISSIONERS

ATTEST:



THE TRI-M GROUP, LLC



~~DWIGHT KIZUN~~ James T. Horn, President / CEO
~~AUTHORIZED REPRESENTATIVE~~



**EMPOWERING BUSINESS
WITH SMARTER FACILITIES**

TRI-MGROUP.COM

3/6/2024
Proposal: DK35243_4

1st floor

Attention: Lorrie Hawthorn, Gloucester County

CORPORATE OFFICE
206 Gale Lane
Kennett Square, PA 19348
610-444-1000

Summary: Furnish and install one (1) new Schneider Variable Frequency Drives (VFD) as replacements of existing defective VFD drive for the hot water pump four.

LEHIGH VALLEY, PA
18 South 5th Street
Suite 300
Quakertown, PA 18951
610-289-2420

Lorrie,

Thank you for the opportunity to propose the above referenced project. Details of our proposal are listed below:

NORTH CENTRAL, PA
39 Health Drive
Lock Haven, PA 17745
570-748-7515

Scope of Work - The Tri-M Group

1. Tri-M will furnish one (1) Variable Frequency Drive for the project for pump 4.
2. Tri-M electricians will install and connect the line and load power connections.
3. Tri-M electricians will connect control wiring for the drives.
4. Tri-M electricians will perform thorough testing and commissioning of the drives to ensure optimal performance.

DELAWARE
1050 Industrial Road
Suite 240
Middletown, DE 19709
302-376-0150

Clarifications

1. All work to be completed during normal business hours.
2. Should items outside of our control constitute after hours work, we will re-propose our labor hour pricing.
3. Customer will switch line voltage and lock-out power to drives.

MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-368-3981

Owner Responsibilities

1. Clear access to the work area.
2. Any permits or fees associated with this work.

Warranty

1. The warranty for these items is one year from the date of substantial completion.
2. The warranty is governed by Tri-M's standard terms and conditions.

Pricing

The pricing for this proposed scope of work is.....\$5,270
Five Thousand Two Hundred and Seventy Dollars

Sincerely,

Dwight Kizun



Dwight Kizun Senior Engineer BAS Service Manager
The Tri-M Group, LLC BAS Automation Systems
206 Gale Lane Kennett Square, PA 19348
M:484-888-2578 24/7 Service 800.456.7782

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*E1. Failure
@ Just Compliance*

*C-04-23-018-
310-13704*



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TRI-MGROUP.COM

3/6/2024
Proposal: DK35243_1_2

2.11.24

Attention: Lorrie Hawthorn, Gloucester County

CORPORATE OFFICE
206 Gale Lane
Kennett Square, PA 19348
610-444-1000

LEHIGH VALLEY, PA
18 South 5th Street
Suite 300
Quakertown, PA 18951
610-289-2420

NORTH CENTRAL, PA
39 Health Drive
Lock Haven, PA 17745
570-748-7515

DELAWARE
1050 Industrial Road
Suite 240
Middletown, DE 19709
302-376-0150

MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-368-3981

Summary: Furnish and install two (2) new Schneider Variable Frequency Drives (VFD) as replacements of existing defective VFD drives for the hot water pump one and pump two.

Lorrie,

Thank you for the opportunity to propose the above referenced project. Details of our proposal are listed below:

Scope of Work -- The Tri-M Group

1. Tri-M will furnish two (2) Variable Frequency Drives for the project for pump 1 and pump 2.
2. Tri-M electricians will install and connect the line and load power connections.
3. Tri-M electricians will connect control wiring for the drives.
4. Tri-M electricians will perform thorough testing and commissioning of the drives to ensure optimal performance.

Clarifications

1. All work to be completed during normal business hours.
2. Should items outside of our control constitute after hours work, we will re-propose our labor hour pricing.
3. Customer will switch line voltage and lock-out power to drives.

Owner Responsibilities

1. Clear access to the work area.
2. Any permits or fees associated with this work.

Warranty

1. The warranty for these items is one year from the date of substantial completion.
2. The warranty is governed by Tri-M's standard terms and conditions.

Pricing

The pricing for this proposed scope of work is.....\$10,540
Ten Thousand Five Hundred and Forty Dollars

Sincerely,

Dwight Kizun



Dwight Kizun Senior Engineer BAS Service Manager
The Tri-M Group, LLC BAS Automation Systems
206 Gale Lane Kennett Square, PA 19348
M: 484-888-2578 24/7 Service 800.456.7782

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EMPOWERING BUSINESS
WITH SMARTER FACILITIES

TRI-MGROUP.COM

3/6/2024
Proposal: DK35243_5_6

3/6/2024

Attention: Lorrie Hawthorn, Gloucester County

CORPORATE OFFICE
206 Gale Lane
Kennett Square, PA 19348
610-444-1000

LEHIGH VALLEY, PA
18 South 5th Street
Suite 300
Quakertown, PA 18951
610-289-2420

NORTH CENTRAL, PA
39 Health Drive
Lock Haven, PA 17745
570-748-7515

DELAWARE
1050 Industrial Road
Suite 240
Middletown, DE 19709
302-376-0150

MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-368-3981

Summary: Furnish and install two (2) new Schneider Variable Frequency Drives (VFD) as replacements of existing defective VFD drives for the hot water pump five and pump six.

Lorrie,

Thank you for the opportunity to propose the above referenced project. Details of our proposal are listed below:

Scope of Work -- The Tri-M Group

1. Tri-M will furnish two (2) Variable Frequency Drives for the project for pump 5 and pump 6.
2. Tri-M electricians will install and connect the line and load power connections.
3. Tri-M electricians will connect control wiring for the drives.
4. Tri-M electricians will perform thorough testing and commissioning of the drives to ensure optimal performance.

Clarifications

1. All work to be completed during normal business hours.
2. Should items outside of our control constitute after hours work, we will re-propose our labor hour pricing.
3. Customer will switch line voltage and lock-out power to drives.

Owner Responsibilities

1. Clear access to the work area.
2. Any permits or fees associated with this work.

Warranty

1. The warranty for these items is one year from the date of substantial completion.
2. The warranty is governed by Tri-M's standard terms and conditions.

Pricing

The pricing for this proposed scope of work is.....\$10,540
Ten Thousand Five Hundred and Forty Dollars

Sincerely,

Dwight Kizun



TRI-MGROUP.COM

Dwight Kizun Senior Engineer BAS Service Manager
The Tri-M Group, LLC BAS Automation Systems
206 Gale Lane Kennett Square, PA 19348
M:484-888-2578 24/7 Service 800.456.7782

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