

4/17/24

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER, NEW JERSEY
AND
TRI-M GROUP, LLC
FOR PROPRIETARY SERVICES

THIS CONTRACT is made effective the 17th day of April, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (hereinafter "County"), with offices at 2 South Broad Street, Woodbury, NJ 08096, and **TRI-M GROUP, LLC**, with offices at 206 Gale Lane, Kennet Square, PA 19348 (hereinafter "Contractor").

RECITALS

WHEREAS, there exists a need for the County to contract for upgrades to its Andover HVAC automation control systems, and for on-call maintenance services at various County buildings; and

WHEREAS, this Contract may be awarded without public advertisement for bids pursuant to N.J.S.A. 40A:11-5(1) (dd), as the contracted services relate to support, maintenance and upgrades to proprietary hardware and software systems integrally related to previously installed HVAC automation control systems at County facilities, and as such, is an exception to the Local Contracts Law; and

WHEREAS, the Contract has been awarded consistent with the Fair and Open Provisions of the Gloucester County Administrative Code and with NJSA 19:44A-20.4 et seq., which exempts this Contract from competition, as Contractor has certified that it will not make disqualifying contributions during the term of this Agreement; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract and Contractor Proposal **SF-01344**.

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**. This Contract shall be for the period April 17, 2024 to April 16, 2025.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of Contractor's Proposal **SF-01344**, identified herein as Exhibit A, for an amount not to exceed \$500,000.00 for the term of the Agreement.

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

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. Contractor will provide needed materials and services to upgrade Andover HVAC Control Systems at various County buildings to the Schneider EcoStruxure software platform, and perform on-call maintenance services, consistent with the provisions of Contractor Proposal SF-01344.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of Contractor's Proposal.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, 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 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, 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. 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.

6. TERMINATION. This Contract may be terminated as follows:

A. 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.

B. 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.

C. 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.

D. Notwithstanding the above, 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.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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. Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester 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. The Contractor's liability under this Contract shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

, to the extent of and in proportion to the Subcontractor's negligence.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. 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 that 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 precedent 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 certificate for sufficiency and compliance with this paragraph, and approval of said certificate 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 service that 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. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. 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.

14. 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.

15. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. 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.

17. 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 any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

19. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. 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 approval of the County.

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

22. CONTRACT PARTS. This Contract consists of this Contract document and the specifications identified in Contractor's Proposal SF-01344, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the specifications in Contractor's Proposal, then this Contract shall prevail

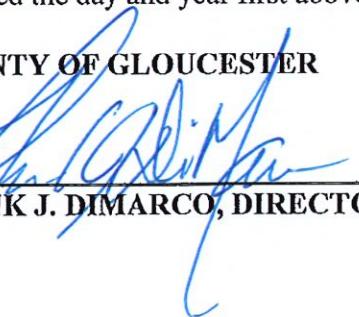
THIS CONTRACT is dated this 17th day of April, 2024.

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

ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

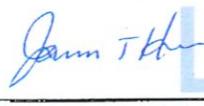
COUNTY OF GLOUCESTER

BY: 
FRANK J. DIMARCO, DIRECTOR

ATTEST:



TRI- M GROUP, LLC

BY: 
MATHEW MONZO, VICE PRESIDENT

James T. Horn, President / CEO

Digitally signed by James T Horn
DN: C=US,
E=jhorn@trimgroup.com, O="The
Tri-M Group, LLC", OU=TMG,
CN=James T Horn
Date: 2024.05.06 13:24:28-04'00'



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WITH SMARTER FACILITIES

TRI-M GROUP.COM

January 3, 2024

Gloucester County
254 County House Rd
Clarksboro, NJ 08020

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

Attention: Mrs. Lorrie Hawthorn
Subject: Gloucester County Building Automation EcoStruxure Migration
Proposal Number: SF-01344

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

Tri-M is pleased to provide you with this proposal to migrate your existing Continuum Building Automation System to the EcoStruxure Platform at the various buildings in Gloucester County.

Scope of Work

Migrate your existing Andover Continuum control system to Schneider Electric EcoStruxure. Tri-M ran your database through a reporting tool to get an accurate count of what controllers would need to be replaced. These controllers are mentioned under each building below. Gloucester County can upgrade any combination of buildings they desire if the upfront software is included with the first round of buildings. That software would not need to be purchased again later.

Reason for upgrade: Master controller's, software, and programming is obsolete and will need be upgraded.

Tri-M to Provide

- Limited demolition of existing controllers
- Hardware engineering, as required for system design
- Drawings: design, field, and as-built
- Installation of equipment (AS-P)
- Hardware checkout
- Commissioning of the new system
- Software engineering
- Software/hardware checkout
- Alarming configuration
- Initiate control using the software strategies
- Software refinement
- One (1) year warranty

General Scope per Building

- Run a current database back up of programming and graphics.
- Convert programming to be compatible with EcoStruxure.
- Provide any programming improvements identified from being "outdated".
- Create new graphics in EcoStruxure for all floorplans and equipment.



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- Provide a new panel and AS-P controller where the current master controllers are located.
- Re-use existing network drop and power at AS-P panel.

Upfront Software

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

- Provide EcoStruxure professional software license for full programming and graphics development and editing.
- Provide enterprise server software.
- All training costs for all buildings are captured in the upfront software price.
- ~~Server machine and Workstation are to be provided by Gloucester County. Workstation and server costs have been included in the 2024 pricing.~~

The price for the Upfront Software scope of work described above.....\$23,800.00
(Twenty-Three Thousand Eight Hundred Dollars)

County Admin/Family Court

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

- Re-use one hundred twenty (120) local controllers.
- Replace zero (0) local controllers.
- Provide two (2) new AS-P to replace existing master controller.
- Provide one hundred twenty-six (126) new graphics.
- Provide six (6) new floor plans.
- Provide two (2) new panels for master controllers.

The price for the building 1 scope of work described above.....\$62,400.00
(Sixty-Two Thousand Four Hundred Dollars)

Animal Shelter

- Re-use one (1) local controller.
- Replace zero (0) local controllers.
- Provide one (1) new AS-B to replace existing master controller.
- Provide one (1) new graphic.
- Provide zero (0) new floor plans.

The price for the building 1 scope of work described above.....\$10,900.00
(Ten Thousand Nine Hundred Dollars)

BUDD Building

- Re-use five (5) local controllers.
- Replace zero (0) local controllers.
- Provide one (1) new AS-P to replace existing master controller.
- Provide five (5) new graphics.
- Provide two (2) new floor plans.
- Provide new panel for master controller.

The price for the building 2 scope of work described above.....\$14,900.00



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(Fourteen Thousand Nine Hundred Dollars)

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

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

NORTH CENTRAL, PA
39 Heath Drive
Lock Haven, PA 17745
570-748-7535

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

MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-363-3981

Civil Court

- Re-use twenty-five (25) local controllers.
- Replace three (4) local controllers.
- Provide one (1) new AS-P to replace existing master controller.
- Provide twenty-five (25) new graphics.
- Provide eleven (11) new floor plan.
- Provide new panel for master controller.

The price for the building 3 scope of work described above.....\$39,000.00
(Thirty-Nine Thousand Dollars)

Clayton Admin Building (OGS)

- Re-use ninety-two (92) local controllers.
- Replace zero (0) local controller.
- Provide one (1) new AS-P to replace existing master controller.
- Provide ninety-three (93) new graphics.
- Provide three (3) new floor plan.
- Provide new panel for master controller.

The price for the building 4 scope of work described above.....\$21,900.00
(Twenty-One Thousand Nine Hundred Dollars)

Health Services Building

- Re-use nine (9) local controllers.
- Replace zero (0) local controllers.
- Provide one (1) new AS-P to replace existing master controller.
- Provide ten (10) new graphics.
- Provide two (2) new floor plan.
- Provide new panel for master controller.

The price for the building 8 scope of work described above.....\$15,900.00
(Fifteen Thousand Nine Hundred Dollars)



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Justice Complex

- Re-use two hundred ninety-two (292) local controllers.
- Replace zero (0) local controllers.
- Provide four (4) new AS-P's to replace existing master controllers.
- Provide three hundred six (306) new graphics.
- Provide twenty (20) new floor plan.
- Provide new panels for master controller locations.

The price for the building 12 scope of work described above.....\$140,400.00
(One-Hundred Forty Thousand Four Hundred Dollars)

CORPORATE OFFICE
205 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

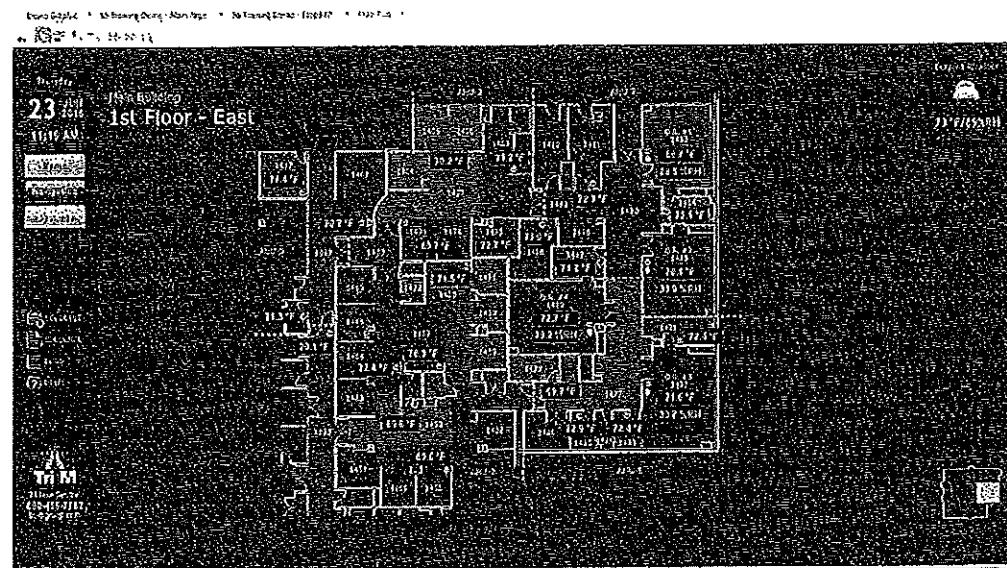
MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-368-3981

Social Services Building

- Re-use thirteen (13) local controllers.
- Replace zero (0) local controllers.
- Provide one (1) new AS-P to replace existing master controller.
- Provide fourteen (14) new graphics.
- Provide one (1) new floor plan.

The price for the building 12 scope of work described above.....\$15,800.00
(Fifteen Thousand Eight Hundred Dollars)

Example Floorplan Graphic





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Example Equipment Graphic

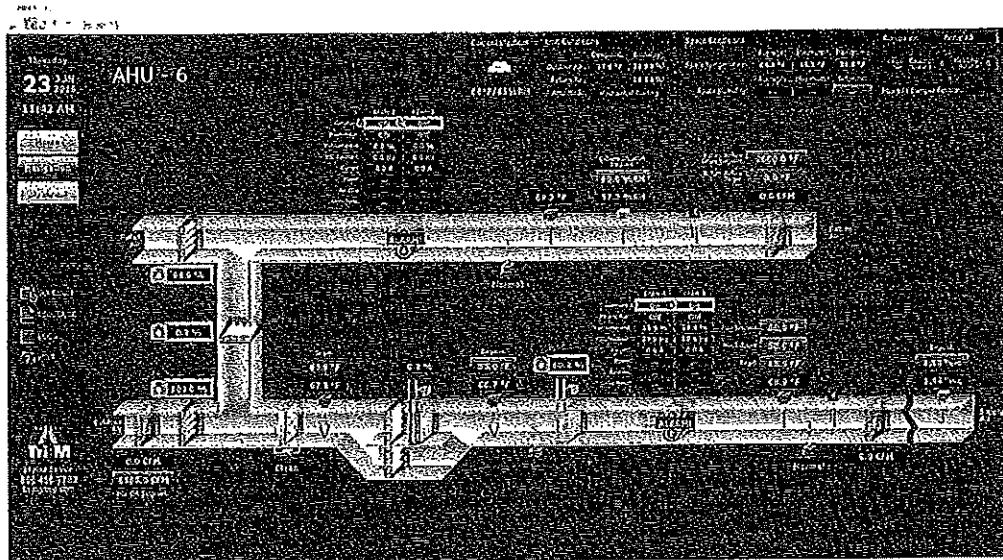
CORPORATE OFFICE
206 Gale Lane
Kennett Square, PA 19348
610-444-1600

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

NORTH CENTRAL, PA
39 Health Drive
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570-748-7515

DELAWARE
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Included Features

- Enhanced cybersecurity
- Automation server with centralized control
- Native communication protocols i.e. BACnet, Modbus, Lonworks
- Enhanced workstation with friendly user interface, mass change/multi-select, programming editor, and alarm/schedule management
- Web station for ease of use anywhere
- Dashboards and visualization tools
- High resolution HTML 5 vector graphics
- Accommodates any modern building infrastructure and IP fieldbus topologies
- Future-proof
- All IP based controllers with extremely high communication speeds
- Reliable operation and zero impact upgrade

Clarifications (Includes Exclusions)

- Cutting, patching and painting have not been included in the proposal.
- This proposal is part of the agreement and takes precedence over all other information.
- This proposal is valid for sixty (60) days, from the date of issue.
- Tri-M has included a new workstation and physical server for enterprise level use in the 'frontend' pricing for the EcoStruxure BAS.



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- The Tri-M Group's Standard Terms and Conditions are the basis for all pricing and should this proposal be accepted shall become part of the contract documentation and supersede all subsequent terms to the contrary.

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

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Quakertown, PA 18951
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NORTH CENTRAL, PA
39 Heath Drive
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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

Schedule/ Timeline

1. Our proposal is based on performing the work described above during normal work hours (Monday-Friday 7am-3:30pm)

Warranty

1. The warranty is for one year from the date of substantial completion
2. The warranty is governed by Tri-M's Standard Terms & Conditions
3. There is no charge for warranty work during normal business hours and days. A charge may be due for the premium cost of after-hours warranty work.

Owner Responsibilities

The facility owner representatives are to provide:

1. Clear access to the equipment and provide coordination with IT.
2. Server machine and Workstation are to be provided by Gloucester County.

Total price to migrate all buildings.....\$345,000.00
(Three Hundred Forty-Five Thousand Dollars)

Proposal Acceptance

To accept this proposal please:

1. Sign and date below
2. Email signed purchase order to: DRose@Tri-MGroup.com
3. Call 610-806-3577 with any questions

Signature: _____

Date: _____

PO# (if applicable): _____

Thank you for considering The Tri-M Group for this project. Do not hesitate to call me if you have any questions.

Respectfully,

Dan Rose

Account Executive
DRose@Tri-MGroup.com



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TIME AND MATERIAL RATES

BUILDING AUTOMATION SYSTEMS

DISCOUNTED HOURLY RATES (10% DISCOUNT FROM REGULAR HOURLY RATES) *

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

As of January 1, 2024

| | | <u>Regular</u> | <u>Overtime</u> | <u>Doubletime</u> |
|---|----------------------------------|----------------|-----------------|-------------------|
| LEHIGH VALLEY, PA 18 South 5th Street Suite 300 Quakertown, PA 18951 610-289-2420 | Electrical Service Tech | \$92.00 | \$127.00 | \$154.00 |
| | Network Technician | \$102.00 | \$141.00 | \$171.00 |
| NORTH CENTRAL, PA 39 Health Drive Lock Haven, PA 17745 570-748-7515 | Instrumentation Tech. | \$126.00 | \$176.00 | \$212.00 |
| | Service Technician | \$169.00 | \$223.00 | \$281.00 |
| DELAWARE 1050 Industrial Road Suite 240 Middletown, DE 19709 302-376-0150 | Project Engineer | \$178.00 | N/A | N/A |
| | Project Manager | \$178.00 | N/A | N/A |
| MARYLAND 3915 Benson Road Baltimore, MD 21227 410-368-3981 | Software/Integration Engineer | \$225.00 | N/A | N/A |

Note: Time is charged in 1/2-hour increments.

Also, on-site service is charged portal to portal.

**Rates do not include any applicable taxes on labor*

Travel Expenses

- Parking costs, tolls, hotel and lodging
will be charged at cost plus 10%.

Material & Equipment

- Service contract customers receive a
10% discount on all parts provided by
The Tri-M Group, LLC.

Reloads/Backups

- Master controller reloads or backups
are \$400.00 each

- RS485 controller reloads or backups
are \$150.00 each

Miscellaneous

- \$124.00 minimum charge for all
service