SPECIFICATIONS FOR STORM WATER SEWER CAMERA FOR THE TOWNSHIP OF GLOUCESTER COUNTY OF CAMDEN

MAYOR

DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

SOLICITOR

BID OPENING DATE: APRIL 8, 2015 @ 10:15 A.M.

SPECIFICATIONS # P.W.: 15-11

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

STORM WATER SEWER CAMERA

BID SPECIFICATION NUMBER: PW: 15-11

will be received no later than 10:15 am prevailing time on April 8, 2015 at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

STORM WATER SEWER CAMERA DO NOT OPEN UNTIL: <u>APRIL 8, 2015 @ 10:15 AM</u>

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie

BID PROPOSAL FORM

(Contract Title and Bid	Number, if applicable)
(Description of goods/s	services being bid)
The undersigned proposes to furnish and de specification and made part hereof:	liver the above goods/services pursuant to the bio
Amount in words	
\$	
Amount in numbers	
Company Name	Federal I.D. # or Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Title	
Telephone Number	
Date	

PROPOSAL FORM/SIGNATURE PAGES

То:	Township Counci Gloucester Towns	hip	Date:_		
	1261 Chews Land Laurel Springs, N.				
Counci	1:				
This profor the	oposal is submitted project identified a	l in accordance with yes:	our advertis	ement inviting proposals to be received	d
"Plans"	, etc. hereinafter, b g the work, the unc	oulletins applying ther dersigned hereby agree	eto, and beings es to furnish	sidding Instruction", General Clauses" ng familiar with the various conditions all materials, perform all labor, and al the specifications for prices as follows	s 1
In case ten(10) specific	days after receipt of	ecepted, the undersign	ned is hereb for above m	by bound to enter into contract within entioned work, in accordance with such	1
Subscrib	ped and Sworn				
	ne thisday			(Type or Print Name)	
Notary p	public of				
My com	mission expires_			Signature	
(Seal)					

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a <u>proposal</u> and all pages of the form must be completely filled out and <u>signed</u> by the bidder.

PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL_______" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten(10) days after notice of the acceptance of their proposal.

WE ARE WAIVING THE REQUIREMENT FOR A SURETY BOND NOT THE BID BOND

BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO:	
(Owner)	
RE:	
(Contractor)	
(Project De	ecrintian)
(1 Toject Di	escription)
This is to certify that the	
(Surety Company)	
will provide to	_a performance bond
(Owner)	_a performance bond
in the full amount of awarded contract in the	event that said contractor is awarded a contract for
the above project.	event that said contractor is awarded a contract for
(CONTRACTOR)	
(Authorized Agent of Surety C	ompany)
Date:	

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORISED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

NTERPRETATIONS OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before preceding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifically stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable, shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

Gloucester Township Department of Public Works Blackwood, New Jersey

TECHNICAL SPECIFICATIONS FOR SEWER TELEVISING EQUIPMENT

INTENT

It is the intent of this specification to provide for the purchase of one (1) complete color video pipeline inspection system, ready for operation. The system shall be capable of conducting the video inspection of 6" through 36" diameter pipes and sewer lines. The system shall inspect underground sewer and water piping and related connections from a single access point.

It is also the intent to provide for the purchase of the safest inspection system that is rated to offer protection to the operator and equipment. System must be tested for both electrical system and wet and damp environment safety. Two valid certificates from a NRTL (Nationally Recognized Testing Laboratories) must accompany each proposal. One certification to comply with Federal OSHA 29 CFR 1910 303 (a) and resulting in UL 60950-1:2003 and CAN/CSA-C2.22 No. 60950-1:2003 electrical safety system standard and a second to comply with IP68 (IEC 60529 or NEMA 250) standard for NEMA enclosure type 6P components that are inserted into the pipeline and offer protection for the equipment and operator in wet and damp environments.

The Gloucester Department of Public Works has evaluated different types of television inspection systems and has determined that this product is best suited for The Gloucester Department of Public Works needs in safety, quality, and standards of performance. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all television inspection systems bid will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of The Gloucester Department of Public Works when price, product, safety, quality and delivery are considered. The Gloucester Department of Public Works reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the television inspection system specified. Decisions of equivalency will be at the sole interpretation of the Gloucester Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer to have been in prior successful use (including the name of users) and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Gloucester Department of Public Works. Based upon such inquiry, the Gloucester Department of Public Works may choose to issue an Addendum in accordance with state statutes.

GENERAL

The specification herein states the minimum requirements of the Gloucester Department of Public Works. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Gloucester Department of Public Works will consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Gloucester Department of Public Works to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for automatic rejection.

Bid Specification for Long-Range CCTV Pipe Inspection Crawler

1. System Basics

Complete inspection system shall have:					
	1.	Three components:			
		a. Automatic cable drum with cable			
		 Single hand held operator pendant with viewing, digital recording and system controls 			
		c. Crawler with zoom camera for 6" diameter and larger pipe inspection			
	2.	Can Bus communications protocol			
	3.	Ability to connect to a network via network cable port for lifetime remote firmware upgrades and/or diagnostic services.			
	4.	Camera and crawler operator functions to be able to work simultaneously.			
	5.	Electrical requirement not more than 575W, or 5 A at 115 Vac (220 Vac available)			
2.	O	perator Pendant and Wireless Controller			
The	e sy.	stem control pendant shall have:	Yes	No	
	1.	8 " (21cm), hand held color touch-screen monitor with 800×600 display resolution for viewing, recording video and accessing control and configuration functions.			
	2.	Pendant to have side strap-handles and be curved for comfortable operation.			
	3.	Power on/off switch.			
	4.	Standard ability to connect to a network in order to access remote server download of for lifetime automatic performance and feature upgrades.			
	5.	Optional ability to connect to a network in order to work with repair studio software for remote diagnosis.			
	6.	Integral error code maintenance and repair protocol which informs the operator of current or pending operating or maintenance tasks that need to be addressed by flashing a code during use. Codes correlate with a specific repair or maintenance activity			
	7.	Backside of pendant to have mounting hardware for various storage and mounting options. System to provide hardware for tilting-mount on a desktop or other flat surface.			
	8.	Dual software programmed joysticks for camera and crawler functions.			
	9.	Video signal output.			
	10.	Right multifunction joystick to control crawler's forward/reverse, left/right turning and speed.			

11	. Left multifunction joystick to control camera's pan/tilt, zoom and home functions.	
12	Controls for manual and automatic focus of camera.	
13.	Ability to display crawler pressure, temperature, sonde status, pitch (inclination) and roll.	
14.	Pressure to be listed onscreen and saved within system history for predictive maintenance.	
15.	Controls for adjusting illumination intensity of camera and auxiliary lighting.	
	Ability to control cable reel functions: auto, manual, speed, direction, torque of the cable reel.	
17.	Have a master single button to regain control from wireless controller.	
18.	Minimum 20' control cable that connects the automatic cable drum with the pendant via an emergency on/off switch box junction.	
19.	Ability to record digital video.	
20.	Ability to capture digital stills.	
21.	Ability to generate text on video.	
22.	Ability to inform operator if one is getting close to flipping the crawler.	
23.	Ability to directly engage or disengage electronic clutch.	
24.	Ability to capture, correlate and store still images with distance and observation information, all of which can be output into several reporting packages or viewed onscreen.	
25.	Captured data can be output via a file which will automatically populate relevant fields within existing or new WinCan software database.	
26.	Captured visual data can be printed in an inspection report that has manhole to manhole schematic, observations, distances, asset information, operator details and PACP codes.	
27.	Ability to operate crawler in cruise control mode where an operator does not need to touch the joystick for crawler speed.	
28.	Ability to view system operational history and performance	
29.	Ability to view a full schematic and observation inspection report on the pendant.	
30.	Ability to pause video when adding an observation as to not waste video file storage capacity.	
	Ability to generate a graphic inclination report to show pipe grade along inspection route.	
	64 GB file storage for an average of 40 hours of digital video or thousands of digital stills.	
33.	Output compartment at top of pendant that contains s-video, USB and network connections.	

34.	On/off control of digital zoom function.	
35.	On/off control of auto shutter speed.	
36.	Ability to toggle front-view camera, integral rear view camera, and accessory rear view camera.	
37.	On/off control for camera lasers.	
38.	Ability to control laser intensity of increments of 25%.	
39.	Control for remotely controlled motorized camera lift.	
40.	Button to activate automated software routine (Macro) for viewing laterals on the left.	
41.	Button to activate automated software routine (Macro) for viewing laterals on the right.	
42.	Button to activate automated software routine (Macro) for performing a circumferential scan of a pipe joint.	
43.	Button to activate automated software routine (Macro) for auto-return that automatically returns the crawler within 5 feet of the insertion manhole and alerts the operator of its return for final extraction.	
44.	The ability to operate larger (10" minimum diameter) and smaller crawlers (minimum 4" diameter) with no need for additional control unit or cable upgrades.	
45.	CAN-bus control architecture allowing for precision control, diagnostic monitoring and future upgradeability.	
46.	Ability to measure cracks and other observations without the need for external software	
47.	Total weight of no more than 6 lbs.	
	Portable battery powered belt clip wireless controller with crawler, camera and cable reel functions for easy direct single person deployment and retrieval of the crawler at the access point (manhole/basin).	
	Wireless controller to have 8 dual function buttons with clear labels as the function of each.	
	Wireless controller to have colored LED indicators to inform operator as to what functions the buttons are activated for.	
51.	Wireless controller to be digitally encoded to the system with which it is delivered.	
	Digital control to have a range of at least 50' without radio frequency interference being able to compromise the signal. RF systems will not be accepted	
	Wireless encoder must work with a single specific system in order to provide secure control when several systems are being operated in the same area. For operator safety and system protection, there can be no chance for operational interference.	

3.	Pa	n/Tilt Color Zoom Camera	Con	nply
The	sys	stem camera shall have:	Yes	No
	1.	10X optical zoom with 4X digital zoom multiplier for a total zoom of 40X.		
	2.	Ability to produce a high-quality color video image with a readable resolution of no less than 420 HTV lines.		
	3.	Pan and tilt motors with no exposed gears or wires.		
	4.	Ability to pan a full 360 degrees and tilt ± 135 degrees for full viewing of laterals and joints.		
	5.	Ability to view behind crawler to inspect upstream lateral rubber seal on gravity-flow PVC pipes.		
	6.	Option for dual lasers 50mm to gauge the size of pipeline pipe features and defects.		
	7.	Solid-state circuitry designed to withstand shock and vibration while being pushed, pulled or propelled through the pipe.		
	8.	Ability to connect to crawler body via a 1.5" long, 5/8" diameter stainless-steel keyed connection plug with 10-pin internal female connection port. Connection must be waterproof.		
	9.	Front housing made of aluminum and stainless steel, with windshield made of impact-resistant, distortion-free material.		
	10.	Housing that is fully sealed and waterproof per IP68 to withstand external pressure up to 1 bar without damage or leaking.		
	11.	Ability to run off 12-volt DC solid-state power source.		П
	12.	Encoders to measure pan and tilt position, allowing camera to be controlled using macros stored in the operator pendant.		
	13.	Ability to attach to the front of the crawler by a simple turn of a slotted locking mechanism atop the crawler that drives 4 stainless bearings into the rotate shaft of the camera, all while maintaining a 1-bar waterproof seal.		
	14.	Illumination provided by a minimum of 40 LEDs that deliver a 13,000-lux reading at 1' and a 3-lux reading at 25'. Lighting must illuminate targets beyond 10'.		
	15.	A valve for purge and pressurization of camera-body. (Pressurization helps prevent ingress of water and helps prevent internal condensation and fogging.)		
	16.	A total weight of no more than 3.75 lb.		
	17.	A maximum size of $7'' \times 3'' \times 3''$ (lwh) in order to fit within a diameter of 3.5" (88mm).		
	18.	Integral clutches to protect pan and tilt motors.		

4. Steerable Motorized Crawler

Γh	e sy	stem crawler shall have:	Yes	No
	1.	6-wheel drive (3 wheels per side) to generate traction necessary to crawl 1000' in wet and slippery pipes.		
	2.	In 8" configuration with the middle wheel remaining, the 4 larger wheels will overlap the middle ones to provide continuous traction to go over joints and debris and avoid high centering where 4 wheel crawlers can no longer move forward.		
	3.	The tractor shall have proportional left, right, forward and reverse capability via manual and automatic controls via a joystick and direct buttons amongst the operator pendant and wireless controller.		
	4.	Proportional steering means that the 3 wheels on the left and the right of the crawler will move proportionally at the same time to move the crawler in the intended left, right, forward, backward or combination direction. Crawlers that can only drive in a single direction to the left, right, forward or backward at a time (bump steering) will be deemed unacceptable.		
	5.	Maximum size of 12.2 x 4.3 x 3.5" (lwh), allowing proper clearance in 6" and lined pipes.		
	6.	A minimum of two powerful EC drive motors. Motors must maintain full power even at lower speeds without depending on drawing more current to do so.		
	7.	An electronic clutch that can be engaged and disengaged without needing to move the crawler. Systems that demand movement of the crawler to engage or disengage a mechanical clutch will be deemed unacceptable.		
	8.	System to be isolated in a way where major crawler electronic components will not be destroyed if there is a cut and connection between power and other wires within the cable.		
	9.	Can accept an option for a remotely operated lift that can raise the camera a minimum of 7" from its lowest position.		
	10.	When in 8" wheel configuration, crawler must insure that the bottom of the pan and tilt zoom camera is at least 1 3/8" from the bottom of a flat surface to enable crawling over obstacles.		
	11.	Full sensor package with inclination, roll, sonde, pressure, heat and motor readings.		
	12.	Integral rearview color camera with high-lux tri-LED lighting to be positioned at the top rear of the crawler body and not to have any visible increase in the diameter of the crawler body or be integrated with the rear connector.		
	13.	Ability to remotely toggle between rear- and forward-viewing cameras using the operator control pendant.		

14.		od locking mechanism, the simple turn of which drives 3 stainless bearings into partial state shaft of the camera for secure, easy attachment with 1-bar waterproof state.		
15.		ay on camera rotation shaft to ensure damage-free mating of electrical pins een crawler and camera.		
16.		eceptacle that allows cable attachment with 2 turns of the stainless-steel cable ctor's outer barrel. Not tools required.		
17.	outer	ng-loaded pin on the rear receptacle to lock the stainless-steel cable connector's barrel, ensuring a secure connection and delivering pull strength beyond the b-rated break strength of the cable.		
18.	Minim	num weight of 18.5 lbs. (with small wheels).		
19.		n of no more than 12.2" (18" with camera and optional lift installed) for easy ation through 90-degree inverts without rolling.		
20.	machi	er body must be machined from a single continuous and complete piece of ned aluminum. Two piece bodies from top to bottom or front to rear crawlers deemed unacceptable.		
21.	bottor maxim	piece crawler body to have single top-plate access for control boards, single n-plate access for motors, and dual side-plate access for gears, ensuring num protection against leaks caused by bending stress. Tractor chassis of bronze, or other soft metals shall be deemed unacceptable.		
22.	Tapere	ed wheels that conform to pipe sidewall.		
	change	ned keyway on all 6 axles to ensure positive drive and facilitate quick wheel e-out. Spacers and wheels shall attach with a single screw; plates and spacer-nall be deemed unacceptable.		
	turning	ned tight fitting axel to wheel keyway to assure wheel stays on the unit without g if a bolt loosens. Systems that use bolts and washers as the only means to a wheel will be deemed unacceptable.		
		us control architecture allowing for precision control, diagnostic monitoring and upgradeability.		
26.	Three	(3) wheel sets and spacers for inspection of pipes 6-24".		
27.	Compa	tibility with the following standard and optional wheel and spacer sets:	Yes	No
	a.	20mm wide spacers (set of 4 supplied standard)		
	b.	3.33" (86mm) rubber wheels (set of 6 supplied standard)		
	c.	4.33" (110mm) grooved rubber wheels (set of 4 supplied standard)		
	d.	4.33" (110mm) soft composite grease wheels with traction grit impregnation (set of 4 supplied standard)		
	e.	5.31" (135mm) grooved rubber wheels (set of 4 supplied standard)		

	f.	3.33" (86mm) soft composite grease wheels with traction grit impregnation (set of 4 optional)		
	g.	3.33" (86mm) pointed carbide wheels (set of 2 optional)		
	h.	4.33" (110mm) pointed carbide wheels (set of 2 supplied)		
	i.	5.31" (135mm) soft composite grease wheels with traction grit impregnation (set of 4 optional)		
	j.	5.31" (135mm) by wide (2.6") sediment rubber wheels (set of 4 supplied)		
28.	Ability	to fit in 8" pipe with top mount auxiliary lighting attached.		
29.	into m	g rear cable connector that points vertically to protect cable during deployment anhole, but which tilts to horizontal position during operation. Rear connectors tegrate a rear camera will not be accepted.		
30.	Strong cable.	stainless steel locking mechanism to augment the strain relief internal to the		
31.	Stainle	ss cable connector shell to carry a lifetime warranty.		
32.	512 Hz	or 33 kHz integral sonde to facilitate locating crawler.		
33.	Supplie	ed Auxiliary lighting that has:	Yes	No
	a.	Twin hi-lux tri-LED lamps for inspecting large pipes.		
	b.	Ability to mount to crawler with instant-contact slide-connector positioned at top rear of crawler or optional camera lift. Any exposed wiring or pigtails shall be deemed unacceptable.		
	C.	Waterproof design (when mounted) with ability to withstand 1 bar external pressure.		
	d.	Rear-viewing color camera with single hi-lux tri-LED lamp (necessary when using lift and needing to see above water flow)		
34.	Supplie	d Remotely operated motorized camera lift that has:	Yes	No
	a.	Ability to raise camera 7" from complete down position.		
	b.	Ability to attach to crawler with ONLY two (2) screws.		
	c.	Internal pressurization to protect against water ingress.		
	d.	Ability to fit in 10" diameter pipe when mounted on crawler with smallest wheels.		
	e.	Be controlled from CAN BUS control architecture.		
	f.	Accessory port on top for attachment for access to power, video and CAN BUS control.		
	g.	Ability to mount auxiliary lighting and rearview camera at top position for view near center of pipe and above flow.		
	h.	Can be remotely controlled using operator pendant.		

	l.	Pressurized struts and motors to ensure reliable, precise control in a compact form factor.		
	j.	Ability to make direct, waterproof connection to front camera port for power, video and control. Systems with pigtails, exterior cable connections or loose wires will be deemed unacceptable.		
	k.	Ability to accept pan/tilt color zoom camera or side scanning camera without compromising any of the camera's functionality.		
	L	Ability to accept forward connecting auxiliary light which extends side scan and pan and tilt camera completely beyond the front edge or the crawler so it does not interfere with captured video and side scan data when viewing the pipe bottom.		
	m.	Ability to be controlled via automated software routines (Macros) where auto centering and other features can be conducted with the single push of a button.		
	n.	Ability to pause upward motion of camera lift to inform operator that pan and tilt camera will view crawler when conducting downward viewing, therefore giving the operator the options to not continue raising the camera.		
35.	Option	al large-diameter carriage that has:	Yes	No
	a.	Using the same base crawler and remotely operated camera lift and wheel options, carriage to provide centering performance in pipes 24-48".		
	b.	Improve crawling ability through greater clearance in all lines larger than 24" where flow and debris are present.		
	c.	Design made of solid, machined stainless steel and aluminum parts. With larger wheels, the carriage must add a minimum of 35 lbs. of weight for added traction and stability.		
	d.	Ability to attach to crawler with minimum hardware and a single tool.		
	e.	An integral low maintenance slide-apart design with axel adapters prevent needing to take the carriage apart. Remains in one piece as the crawler is attached.		
	f.	Compatibility with all large crawler wheel sets.		
	g.	Must have greater clearance than typical large crawlers (up to 7" along centerline), which, along with large wheels, dramatically reduces resistance of water flow on crawler.		
	h.	Crawler adheres to carriage with two bolts.		
	i.	Ability to work with a set of (4) 8.7" diameter or 10.2" diameter pneumatic tires.		
	j.	Ability to add weight plate to bottom of crawler.		

5. 4 " Minimum Steerable Motorized Crawler(Optional)

1	ne sn	nall system crawler shall have:	Yes	No
	36	. 6-wheel drive (3 wheels per side) to generate traction necessary to crawl 1000' in wet and slippery pipes.		No
	37	In 4" configuration with the middle wheel remaining, the 4 larger wheels will overlap the middle ones to provide continuous traction to go over joints and debris and avoid high centering where 4 wheel crawlers can no longer move forward.		
	38.	The tractor shall have proportional left, right, forward and reverse capability via manual and automatic controls via a joystick and direct buttons amongst the operator pendant and wireless controller.		
	39.	Proportional steering means that the 3 wheels on the left and the right of the crawler will move proportionally at the same time to move the crawler in the intended left, right, forward, backward or combination direction. Crawlers that can only drive in a single direction to the left, right, forward or backward at a time (bump steering) will be deemed unacceptable		
	40.	Maximum size of 10.8 x 3.4 x 2.9" (lwh), allowing proper clearance in 4" pipes.		
		A minimum of two powerful EC drive motors. Motors must maintain full power even at lower speeds without depending on drawing more current to do so.		
	42.	System to be isolated in a way where major crawler electronic components will not be destroyed if there is a cut and connection between power and other wires within the cable.		
	43.	Full sensor package with inclination, roll, 2 frequency sonde, pressure, heat and motor readings that read out at the operator station.		
		Slotted locking mechanism, the simple turn of which drives 3 stainless bearings into the rotate shaft of the camera for secure, easy attachment with 1-bar waterproof rating.		
	45.	Keyway on camera rotation shaft to ensure damage-free mating of electrical pins between crawler and camera		
	46.	Rear receptacle that allows cable attachment with 2 turns of the stainless-steel cable connector's outer barrel. Not tools required.		
		A spring-loaded pin on the rear receptacle to lock the stainless-steel cable connector's outer barrel, ensuring a secure connection and delivering pull strength beyond the 1000-lb-rated break strength of the cable.		
	48.	Minimum weight of 11 lbs. (with small wheels).		
		Crawler body must be machined from a single continuous and complete piece of nickel plated brass. Two piece bodies from top to bottom or front to rear crawlers will be deemed unacceptable.		

	50.	bottom-plate access for motors, and dual side-plate access for gears, ensuring maximum protection against leaks caused by bending stress.		
	51.	Tapered wheels that conform to pipe sidewall.		
!	52.	Machined keyway on all 6 axles to ensure positive drive and facilitate quick wheel change-out. Spacers and wheels shall attach with a single screw; plates and spacerbars shall be deemed unacceptable.		
!	53.	Machined tight fitting axel to wheel keyway to assure wheel stays on the unit without turning if a bolt loosens. Systems that use bolts and washers as the only means to secure a wheel will be deemed unacceptable.		
ţ	54.	CAN-bus control architecture allowing for precision control, diagnostic monitoring and future upgradeability.		
		Three (6) wheel sets and spacers supplied for inspection of pipes 4 - 10".		
	6.	2 axis tilting rear cable connector that points vertically to protect cable during deployment into manhole and horizontally to protect the cable while navigating through pipelines		
5	57.	Strong stainless steel locking mechanism to augment the strain relief internal to the cable		
5	8.	Stainless cable connector shell to carry a lifetime warranty.		
5	59.	Multiple frequency (512 and 640 Hz) integral sonde to facilitate locating crawler. Controls to select frequency will be located in the pendant control at the operator station.		
ϵ	60.	IP68 waterproof rating to withstand external water pressure up to 32 feet.		
6. L	ar	ge Line Steerable Motorized Crawler (Optional)		
The	lar	ge line system crawler shall have:	Yes	No
ε	51.	4-wheel drive (2 wheels per side) to generate traction necessary to crawl 1000' in wet and slippery pipes		
ε	52.	The tractor shall have proportional left, right, forward and reverse capability via manual and automatic controls via a joystick and direct buttons amongst the operator pendant and wireless controller.		
6		Proportional steering means that the 2 wheels on the left and the right of the crawler will move proportionally at the same time to move the crawler in the intended left, right, forward, backward or combination direction. Crawlers that can only drive in a single direction to the left, right, forward or backward at a time (bump steering) will be deemed unacceptable		

6.

64.	Dimensions shall be 27.6 x 9.4 x 9.8" (lwh), allowing operation in 18" minimum pipelines.	
65.	A minimum of two powerful EC drive motors. Motors must maintain full power even at lower speeds without depending on drawing more current to do so.	
66.	An electronic clutch that can be engaged and disengaged without needing to move the crawler. Systems that demand movement of the crawler to engage or disengage a mechanical clutch will be deemed unacceptable.	
67.	System to be isolated in a way where major crawler electronic components will not be destroyed if there is a cut and connection between power and other wires within the cable.	
68.	An integral, remotely controlled lift that can raise the camera to a proper level to inspect up to 48".	
69.	Can accept an optional additional lift that allows proper camera level to inspect 72" pipelines	
70.	Full sensor package with inclination, roll, sonde, pressure, heat and motor readings that report back to the operator station.	
	Integral rearview color camera with high-lux tri-LED lighting to be positioned at the top rear of the crawler body and not to have any visible increase in the diameter of the crawler body or be integrated with the rear connector.	
	Ability to remotely toggle between rear- and forward-viewing cameras using the operator control pendant	
	Slotted locking mechanism, the simple turn of which drives 3 stainless bearings into the rotate shaft of the camera for secure, easy attachment with 1-bar waterproof rating.	
	Keyway on camera rotation shaft to ensure damage-free mating of electrical pins between crawler and camera.	
	Rear receptacle that allows cable attachment with 2 turns of the stainless-steel cable connector's outer barrel. Not tools required.	
	A spring-loaded pin on the rear receptacle to lock the stainless-steel cable connector's outer barrel, ensuring a secure connection and delivering pull strength beyond the 1000-lb-rated break strength of the cable.	
77.	Minimum weight of 70 pounds.	
	Crawler body must be machined from a single continuous and complete piece of machined anodized aluminum. Two piece bodies from top to bottom or front to rear crawlers will be deemed unacceptable.	

79.	botto: maxin	piece crawler body to have single top-plate access for control boards, single m-plate access for motors, and dual side-plate access for gears, ensuring num protection against leaks caused by bending stress. Tractor chassis of bronze, or other soft metals shall be deemed unacceptable.	
80.	chang	ned keyway on all 4 axles to ensure positive drive and facilitate quick wheel e-out. Spacers and wheels shall attach with a single screw; plates and spacernall be deemed unacceptable.	
81.	turnin	ned tight fitting axel to wheel keyway to assure wheel stays on the unit without g if a bolt loosens. Systems that use bolts and washers as the only means to a wheel will be deemed unacceptable.	
82.		us control architecture allowing for precision control, diagnostic monitoring and upgradeability.	
83.	Two (4) wheel sets and spacers supplied for inspection of pipes 18 - 72".	
84.	into m	g rear cable connector that points vertically to protect cable during deployment anhole, but which tilts to horizontal position during operation. Rear connectors tegrate a rear camera will not be accepted.	
85.	Strong cable.	stainless steel locking mechanism to augment the strain relief internal to the	
86.	Stainle	ss cable connector shell to carry a lifetime warranty.	
87.	Contro	le frequency (512 and 640 Hz) integral sonde to facilitate locating crawler. Is for selecting frequency shall be located in the pendant controls at the or station.	
88.	4 Integ	ral Auxiliary LED lights that are independently adjustable.	
89.	IP68 w	ater proof rating to withstand external water pressure up to 32 feet.	
		erface for a second rear-viewing color camera with single hi-lux tri-LED lamp for ten the integral lift is utilized to bring cameras above the water line.	
		or system allowing automatic camera centering inside the pipe when the lift is in use.	
92.	Option	al Auxiliary lighting that has:	
	a.	Twin hi-lux tri-LED lamps for inspecting large pipes.	
	b.	Ability to mount to crawler with instant-contact slide-connector positioned at top rear of crawler or optional camera lift. Any exposed wiring or pigtails shall be deemed unacceptable.	
	c.	Waterproof design (when mounted) with ability to withstand 1 bar external pressure.	
	d.	Rear-viewing color camera with single hi-lux tri-LED lamp (necessary when using lift and needing to see above water flow)	

7. Motorized Automatic Cable Drum

Th	e sy	stem cable reel shall have:	Yes	No
	1.	Capacity for the systems 1000' cable.		
	2.	A hub equipped with a continuous-contact slip-ring assembly to allow the cable to be dispensed and retrieved while the camera and tractors are operational.		
	3.	An environmentally sealed slip ring whose contacts shall be of an alloy of gold.		
	4.	A motorized system with sensors that monitor cable tension in order to coordinate cable feed/retrieval with direction and exact speed of the crawler.		
	5.	Ability to perform all forward, backward and different speed functions without the operator having to control any cable reel functions directly.		
	6.	An emergency stop switch.		
	7.	Ability to operate in both automatic and manual modes.		
	8.	External cable reel chassis to be made of strong and lightweight aircraft grade aluminum.		
	9.	Work with pendant based speed and torque controls to adjust for different pipe conditions and user preferences.		
	10.	Weight of no more than 125 lb. (including 1000' of cable).		
	11.	CAN-bus control architecture allowing for precision control, diagnostic monitoring and future upgradeability.		
	12.	Work with a remote wireless pendant granting control of crawler and reel while away from the primary control pendant.		
	13.	Ability to operate manually, with direct control of speed, direction and torque.		
		Large extension pulley arm option for extending the cable drop point 3' from the cable reel.		
	15.	Teflon coated integral drip tray at bottom beneath stored cable. Allows for liquids to drain and be collected in a specific area for health and safety reasons. Can be slid out the front without tools for emptying and cleaning.		
	16.	BNC video output for local video connection.		
	17.	Size of no larger than $21 \times 14.5 \times 24.5$ " (hwd) with standard cable roll bar that extends 15" from the front of the reel.		
	18.	Two handles to be at the top left and right of the cable reel for moving and transport.		
	19.	Extended roll bar to be able to be placed back against the reel for storage and shipment without the need for additional fasteners or tools.		
	20.	Pendant-based power/torque controls for winching back crawler in optional free- wheel mode.		

	21	camera	a function are automatically coordinated to accomplish a specific task without or intervention.		
	22	injury - the fro	ving hazardous components to be completely covered/enclosed to prevent - hand or clothing can't reach dangerous moving parts. Open access design of nt, top and sides where an operator can touch level-wind mechanism, gears, and belts will be deemed unacceptable.		
	23.	Cable p	protection accessories, including:	Yes	No
		a.	Upper cable guide that uses Delrin (or similar) roller mounted to lightweight aluminum frame to protect cable from abrasion during operation, and to limit operator strain during setup.		
		b.	Lower roller assembly that uses Delrin (or similar) roller mounted to lightweight aluminum frame to protect cable from abrasion during operation, and to limit operator strain during setup. Designs requiring use of interlocking poles shall be deemed unacceptable.		
3.	Lig	htweigh	t Heavy Duty Transmission Cable		
Γh	e sys	tem cab	le shall have:	Yes	No
	1.		f cable with maximum 6-wire continuous-length multi-conductor wires for ight and easy maintenance performance.		
	2.	Kevlar ı	reinforcement to provide a minimum break strength of 1000 lbs.		
	3.	Diamet	er of no more than 0.255" (6.5mm).		
	4.		of no more than 10.8 lb. per 328' (.03 lb. per ft.) to promote portability, long runs and easy handling for multiple sized crawlers.		
	5.		elief to be internal to the cable and cable connector. No external wires, pig other visible external strain mechanisms will be accepted.		
	6.	Waterp	roof rating of at least 1 bar or 1 atmosphere.		
	7.	Tough o	outer jacket to resist tears and scrapes.		
	8.	Smooth	outer jacket to reduce friction.		
	9.	Steel-ar	mored jacket at crawler end to prevent cable damage around pipe bends.		
	10.	which e	ainless steel screw on connector at crawler end that locks with two turns, and engages a locking spring-loaded pin on the rear of the crawler to secure the nd provide strain relief. Connections that require ANY tools or screws will be d unacceptable.		
	11.		electrical connection with keyway to prevent damage to electrical pins when with camera or crawler.		

12.	Ability to be re-terminated by soldering no more than 6 wires, then sealed and strain-	
	relieved using a quick-dry epoxy. Procedure shall take no more than half an hour to	20
	complete. More than 6-wire wire solder repair and Scotch-cast style solutions that	
	require longer cure times will be deemed unacceptable.	
13.	Compatibility with fully automatic cable reel, manual cable reel.	
14.	Cable to be only single connection regardless of use of optional items such as	
	additional lighting, side scanning camera, rear camera, laser circle, laser dots,	
	remotely operated lift or large pipe carriage.	
15.	Ability to connect directly to the following without any modification or exterior wires,	П
	ability to be operated by system controls in this specification:	
	a. New 4" minimum pipe ID crawler	
	b. New 6" minimum pipe ID crawler with integral motorized lift	
	c. New 10" minimum pipe ID crawler	
	5. The 10 minimum pipe in crawler	

ecn	ication: Portable Transport and Operation Module		
		Yes	No
1.	Portable unit shall be not larger than 42.25° D x 42.25 W x 46.50 H in order to easily mount in the bed of a pickup between the wheel wells or be mounted on smaller off road vehicle beds.		
2.	Portable unit shall have 4 steel lifting/tie-down rings at each corner to provide for lifting the system off of a vehicle and tying it down during transport and operation.		
3.	Transport unit exterior shall be made of 1/8" thick 3003 mill finish, Grade A aluminum.		
4.	Transport unit shall be able to be powered by a generator.		
5.	Bottom of transport unit shall have dual 4" high aluminum skid lifts to allow for a fork lift to safely move the transport unit.		
6.	Transport unit exterior doors shall be constructed of ¼" thick 3003 mill finish, Grade A aluminum and have a stainless steel, T-latch lock to secure cargo and prevent rust. The front door of the box will have two, 100 lb. gas shocks to hold door open while operating camera equipment.		
7.	All 3 door locks shall be keyed the same.		
8.	Once the front door is open, it shall have two side sun shade blinds that are cotter pinned in a closed position for storage but easily move down to both sides of the front door when being used.		
9.	The transport unit front and both side doors shall be hinged with an aluminum 3/8 piano style hinge.		
10.	All doors will have a bulb seal weatherproof gasket to protect electronic components from water ingress.		
11.	Transport unit sides shall have 3.5" venting holes to allow for cooling of components when in use and evaporation of residual moisture than can be left within the unit after washing or using the camera equipment.		
12.	Side doors shall be no larger than 14.5" wide and 20.75" high to allow for compact size but enough room to store the wash-down reel option or 2000 watt generator.		
13.	Internally, the font or operator area of the transport box shall be separated into 3 areas: [a cable reel area, an electronics rack mount area and a storage drawer area.		
14.	The electronic component area shall be a maximum of 22" x 28.5" tall x 22" deep to allow for monitor, control unit and recording device or computer.		
15.	Aluminum shelving shall have opening between all compartments to allow for easy [wiring.		
16.	The drawer shall be an Accuride 500 lb. Capacity slide-out style that can extend out to [a length of 24".		
17.	Drawer shall be foam lined and organized to easily store camera equipment and [

Specification: Portable Transport and Operation Module		
	Ye	s No
18. Wash-down system shall be a 115 volt, 3.3 gpm @ 45 psi, Shurflo pump. An 11 ga tank will be utilized and mounted at the rear of the box to serve as counterweight the equipment.	llon : for	
19. A lockable access door shall be placed on the back cover to allow the user to drain water tank without having to remove the entire cover.	the 🗌	
20. Wash-down shall have a 50' x 3/8" retractable hose reel will be mounted in top r rear compartment of box to facilitate easy access while in the bed of a pickup truck	ight 🔲	
21. Electrical system shall have a two panel fuse box with a 15 and 20 amp GFI protections. A 110 volt flush mounted water proof receptacle shall be provided to suppower to the enclosure via a grounded extension cord.	ted 🗌	
22. Exterior of the box shall be painted in a silver IMRON paint. The interior will be pain with a flat, non-reflective black DTM finish. The boxes must also contain a rain gu system to prevent water from running off the top of the box onto the electronics.	ted 🗌	
23. Slide out tray for generator in the upper right rear compartment. Generator slides of the compartment 24 inches permitting generator to stay fixed on the tray w running.	out hile 🗌	
24. The weight, fully loaded with equipment and water, shall not exceed 500 lbs.		

Warranty, Training, Installation and Accessories:	Yes	No
An aluminum cable guide manhole roller shall be supplied for cable protection		
A 19 inch TFT Color LCD customizable industrial monitor shall be supplied includes a 3- year warranty.		
Do to the importance of local training and service; the camera supplier must have local representation within 125 miles from the Gloucester Public Works Department's yard located at 1729 Erial Road Gloucester NJ 08012.		
Two (2) days of initial hardware training on the cameras system to be performed by a factory trained specialist.		
One (1) complete set of manufacturers operation and maintenance manuals shall be provided		
The Warranty shall guarantee the product to be free from defects in materials and manufacturing. This Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within One (1) year from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty shall not apply to any equipment which has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage, or other misuse. The warranty does not apply to expendable items or normal wear and tear or failure due to overheating or radiation exposure.		
The crawler connectors and the camera LED light ring carry a lifetime warranty; the terms of this Warranty shall not apply to any equipment which has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage, or other misuse.		

EXCEPTIONS AND DEVIATIONS

Additional sheets may be used if required.	
, so assa in required.	
	-

GENERAL CLAUSE

PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications of award but prior to execution of this contract, one of the following three documents as forms of evidence.:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (good for one year from the date of the letter):

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4

OR

c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:	SIGNATURE	
PRINT NAME:	TITLE:	
DATE:		

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

NEW JERSEY PREVAILING WAGE ACT

All work on this project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of the New Jersey Department of Labor shall become part of the contract.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more if its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

- 1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
- 2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- 3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
- 5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

- 6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 7. 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 statues and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.
- 8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By	<i>r</i> :		
Name of Firm	1	· · · · · · · · · · · · · · · · · · ·	
Signature	-		
Title	18 25 18		
Date			

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposa	al)					
STATE OF:						
COUNTY OF:						
being duly sworn, deposes and says t		esides at:				
					# -	
and that he/she is the who signed the foregoing Proposal of		_of			eri	
who signed the foregoing Proposal of to the Plan for Affirmative Action.	Bids, that d	uring the co	urse of this	contract, he/	she will	agree
Subscribed and Sworn to						
before me on theday						
of20						
(Notary Public)						
				e 6		
My Commission Expires:						
(Seal)						

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 the 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, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time-to-time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE	(NAME) PRINT OR TYPE		
COMPANY NAME:	DATE:		

NON-COLLUSION AFFIDAVIT

State of New Jersey		
County of	SS:	
I,(Name of Affiant)	residing in	
(Name of Affiant)	(Name of Municipality)	¥ v
in the County of	and State of	of full
age, being duly sworn according	ng to law on my oath depose and say tha	t:
I am	of the firm of (Name of Firm)	
(Title or Position)	(Name of Firm)	
the bidder making this Proposa	al for the bid entitled	, and that I
	(Title of Bid Propos	al)
I further warrant that no person such contract upon an agreeme contingent fee, except bona fide	or selling agency has been employed or ent or understanding for a commission, employees or bona fide established com	retained to solicit or secure percentage, brokerage, or
maintained by		
Subscribed and sworn		
pefore me this day		
of,2	(Type or Pr	rint Name)
Notary public of		
My Commission expires	(Signature)
Seal)	*	

CERTIFIC	CATE OF BIDDER SHOW	ING ABILITY TO PE	RFORM CONTRACT
Ι,	of the (City, Town, Township, Borough, etc.)		
of	in the	ne County of	and the
State of	of full ag	e, being duly sworn acc	cording to law on my
oath depos	se and say that:		
1.	I am a(n) owner, parts below and am duly aut	ner, shareholder or offi horized to execute this	cer of the company set forth
	(Check Approp	riate Statements(s))	
	I own, lease or control to specifications, and adve	ne necessary equipment rtisements under which	t required by the plans, bids are asked for.
	I do not own, lease or co specifications, and adve	ontrol all the necessary ortisements under which	equipment required by plans, bids are asked for.
	If the bidder is not the a provide the source from additional sheets if necessity	which the equipment w	f all the necessary equipment vill be obtained (Attach
	definitely granting to the	e bidder the control of the ecessary for the compl	in control of the equipment ne equipment required during letion of that portion of the
bed and swo	orn		
me this	_day	(Title)	
,2		(Name of	Company)
Public of			
nmission Ex	pires:	(Seal)	

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. 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 and suppliers 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;
- 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 not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractor's and named subcontractor's. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

Name	Not Registered	Registration Number
Bidder		ja
(Subcontractor)		
(Subcontractor)		-
(Subcontractor)		-
(Subcontractor)		11
Subscribed and Sworn before me thisday of20		
Notary Public of	Signature	
My Commission Expires		
(Seal)	(Type or Print Name)	

CONSTRUCTION CONTRACT

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, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater that the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- Α. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within(3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor of subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
 - 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
 - 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
 - 3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

- 4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
- 5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal Statues and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
- 6. To adhere to the following procedure when minority workers apply or are referred to the contractor of subcontractor:
 - If said individuals have never previously received any i. document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

- iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- 7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- The contractor or subcontractor agrees that nothing contained in the C. preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement and where required by custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.
- D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

TOWNSHIP OF GLOUCESTER, COUN OF, part of the secon	day of20, by and between the NTY OF CAMDEN, a Municipal Corporation of the STATE d part;
The vendor/contractor agrees to sell/contractor agrees to sell/contrac	struct and the purchaser agrees to buy the following upon forth.
hereof, and delivery shall be made when further agrees to furnish a bond with suffi	e of the contract or delivery to be made a part hereof. The
	nent between the parties hereto and its provisions shall not
TOMAIGHTD OF EDVI	
TOWNSHIP CLERK	MAYOR
(Corporate Seal)	
ATTEST:	COMPANY
SIGNATURE	SIGNATURE
TITLE	TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.). It applies to contractors bases in New Jersey or in another state.

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

NAME	NOT REGISTERE	<u>ED</u>	REGISTRATION #
Bidder(Subcontractor)	· · · · · · · · · · · · · · · · · · ·		
(Subcontractor)			
(Subcontractor)	-		
(Subcontractor)			
IF IN THE PROCESS OF REGISTRATION NUMBER, AND/OR SUBCONTRACTOR	ATTACH PROOF OF	T HAVE NOT APPLICATION	YET RECEIVED A FOR CONTRACTOR
Registration forms are available	e by contacting Contractor	Registration Un	it at (609) 292-9464.
Subscribed and sworn before m			
		Signature	
Notary Public		O.T	
Λ.		(Name & Title	e Type or Print)
My Commission Expires)	20		

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with disability

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.