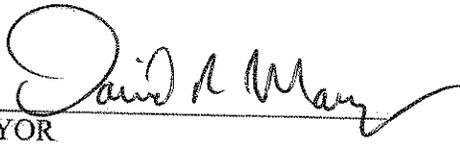


SPECIFICATIONS FOR THE PURCHASE OF
ONE (1) 2019 WHITE GOODS TRUCK WITH PLOW
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN


MAYOR


DEPARTMENT HEAD


BUSINESS ADMINISTRATOR


SOLICITOR

BID OPENING DATE:

SPECIFICATIONS # P.W.: 19-03

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

PURCHASE OF ONE (1) 2019 WHITE GOODS TRUCK WITH PLOW

BID SPECIFICATION NUMBER: PW: 19-03

Will be received no later than 10:00am prevailing time on June 19, 2019, Municipal Building
1261 Chews Landing Road, Laurel Springs, New Jersey 08021

PROPOSALS must be addressed to the Township Council and will be opened and read publicly
at the above time and date, and should be in a sealed envelope marked:

PURCHASE OF ONE (1) 2019 WHITE GOODS TRUCK WITH PLOW

DO NOT OPEN UNTIL: June 19, 2019 @ 10:00 AM

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.

Nancy Power

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

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

To: Township Council
Gloucester Township
1261 Chews Landing Road
Laurel Springs, NJ 08021

Date: _____

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: _____

Having carefully examined the "Advertisement for Bids; Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn
before me this ____ day
of _____, 2_____

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(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 proposal and all pages of the form must be completely filled out and signed 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 REQUIRING A BID BOND
AND WAIVING THE SURETY 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.

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.

INTERPRETATIONS 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 proceeding 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.

Chassis specification for Gloucester Township for 1 new white goods truck

Manufacturer's Productions Sheet:

The successful vendor shall furnish one (1) copy of the actual Factory Production Sheet, for each unit furnished. The copies of the Production Sheet shall be submitted at the time of the Township inspection of unit.

General Instructions:

No Dealer advertisements shall appear on the unit. **NO EXCEPTIONS.**

Brake linings shall be non-asbestos. The vendor awarded the contract is required to furnish certification, in writing, that the brakes **do not contain asbestos.** The certification shall be furnished to the Township inspector at the time of inspection of the unit for delivery condition and compliance with specifications.

Errors and Omissions:

Inadvertent omissions and/or errors which may require changes in the attached specifications must be brought to the attention of the Township Director of Central Purchasing before the bid submission date. All questions shall be answered **in writing,** to all prospective bidders by addendum. Verbal responses shall not be binding.

Following the award, should the successful vendor discover and errors or omissions in the work undertaken and executed by him, he shall immediately notify the Director of Central Purchasing, who shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected thereby, he shall do so at his own risk. The work done shall not be considered as work done under and in performance of this agreement, unless and until approved and accepted **in writing,** by the Director of Central Purchasing.

It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

CHASIS CAB SPECIFICATIONS – International Model HV607 SFA-6X4 or equal

All standard and optional equipment listed shall be Original Equipment Manufacturer's (OEM) items when available. **NO EXCEPTIONS.**

Dimensions:

Wheelbase.....199" Inches
Cab-To-Axle..... 132" Inches
Front axle to be setback 32" for better turning in tight areas and even weight distribution
Note: The City reserves the right to determine final cab-to-axle dimension at issuance of Purchase Order.

GVWR.....56,000 lbs. (minimum)
Bumper to Back of Cab.....107" Inches
Shoulder Room.....71" Inches
Hip Room.....70" Inches
Door Width.....37" Inches
Cab Height, Interior.....56" Inches (minimum)
Cab Width.....82" Inches (minimum)
Overall Width.....80" Inches

Additions to the cab such as bubble roof to allow for head clearance shall **not be accepted. NO EXCEPTIONS.**

Compatibility Clause:

The successful vendor shall be responsible to ensure compatibility with body components. **NO EXCEPTIONS.**

Engine and Related Equipment:

- Diesel – Cummins L9. SCR liter Six (6) cylinder 370 peak HP 1250 lb/ft @1400 RPM fully electronic, in-line turbocharged, air to air intercooler, wet sleeve design.
- 370 peak HP (minimum), 1250 lb/ft torque @ 1400 RPM (minimum)
- Block heater Phillips 120 volt/1000 watt with plug mounted under drivers door
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 1228 square inch radiator and 1167 Sqin charged air cooler
- Silicone heater hoses with heat shrink clamps to prevent cold coolant leaks (**NO EXCEPTIONS**)

- Fan Drive Horton Drivemaster “two speed” direct drive with residual torque device for disengaged fan speed with nylon fan blades (or and approved equivalent)
- Air cleaner, single element with integral snow separation module and dash mounted restriction indicator Donaldson (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator thermostatic fuel temperature controlled electric heater includes standard equipment water-in-fuel sensor.(or an approved equivalent)
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug
- Engine shutdown system, automatic with the warning lights and alarm, oil pressure, coolant temperature and coolant level. System must include automatic 30 second override
- Anti-Freeze, (**extended life type**), -40°F protection, with “low coolant” level warning light and alarm

Electrical System:

- Computer controlled wiring system with self-diagnostics and data link connector in the cab for vehicle programming. Dash to have LCD screen to read out all fault codes
- Wiring shall be color coded and continuously numbered
- Jump Start Terminal – remote mounted with clear access (vehicles requiring the removal of the battery box cover or connections of jumper cables directly to battery studs will not be considered)
- Cigar lighter and USB port to be supplied in dash
- Power source cigar type receptacle
- Jump Start terminal-remote mounted with clear access(vehicles requiring the removal of the battery box cover or connection to jumper cables directly to battery studs will not be considered.
- Radio AM/FM weather band
- Batteries – (3) 12 volt, 2100 CCA (minimum) Delphi W1150D(or an approved equivalent). NOTE: Battery mounting shall not interfere with the installation of hydraulic and body components. The battery box shall have a plastic or aluminum protective lid and shall be mounted behind the cab.
- Battery terminals to be sealed
- Alternator – 165 amp (minimum) Delco Remy 36SI pad mounted (or an approved equivalent)
- Lights – Cab Maker, (5) LED type
 Headlamp, (2) Halogen
 Daytime running, (2)
 Directional Marker, (2) Front Corner of Hood, (2) Top of Fender
 (Amber front/rear)

Tail with integral stop, turn, backup and license plate (2)
Interior Dome, door activated.

NOTE: The vehicles exterior lighting system, including headlamp, tail
And marker lights, must automatically activate whenever the
Wiper switch is engaged (**NO EXCEPTIONS**)

- Flasher – 40 amp, rated no load, solid state flasher with self protection and self diagnostics
- Turn Signal Switch – electronic, with “flash-to-pass” feature
- Circuit Protectors – manual reset, SAE Type III, with trip indicators
- Body Builder Electrical Connector – connection plug is to be located at the rear of frame for body builder connection to stop, tail, turn and marker light circuits, ignition controlled auxiliary feed and ground. **NOTE: The body builder will not be permitted to splice into any chassis wiring harness.**
- Back-up Alarm – chassis supplied, 102 DBA
- Snow plow lighting – Chassis manufacturer to supply a 36” auxiliary wiring harness with back lighted switch shall be supplied for plow lights and turn signals. **Note body builder will not be permitted to splice into any chassis wiring harness**
- Trailer connection socket 7 way mounted at rear of the frame, wired for turn signals combined with stop, compatible with trailers that use combined stop, tail and turn lamps.
- 2-way radio wiring effects factory installed. Wiring should have a 20 amp fuse protection includes ignition wire with a 5 amp fuse wire ends heat shrink and routed to center of header console in cab
- Clearance marker lights to be L.E.D
- Windshield wiper speed control will force wipers to slowest intermittent speed when park brake is set and wipers on.
- Head lights will automatically turn on if windshield wipers are turned on.
- Test exterior lights, pre-trip inspection will cycle all exterior lamps except back-up lights.
- Parking brake alarm- Electric horn to sound in a repetitive manner when vehicle park brake is “**NOT**” set with ignition off and any door opened.
- Body builder circuits, six (6) body circuits switches shall supplied in the instrument panel with one (1) weather protected power module mounted at rear of cab. The power module is to be six (6) channels capable, 20 amps per channel, 80 amp max output. The dash switches are to control the power module. The dash mounted switches must be back-lighted.

Exhaust System:

- Single Horizontal Muffler and vertical tail pipe includes tail pipe guard frame mounted right side located in such a way that it does not interfere with the body builder installations. After treatment device frame mounted outside right rail under cab. Cab mounted exhaust not acceptable.

Frame:

- Main Frame and reinforcement – 10.813” inches x 3.892” inches x .624” inches 120,000 PSI
- Front frame extension to be integral with 20 inches in front of grille
- Frame rails to be powder coated prior to build. (No Exceptions)
- Front tow hooks
- 26.83 section modulus (minimum) – 3,580,800 RBM’s (minimum)
- 2 rear tow hooks.
- Front frame extension shall be capable of being used for both front mount PTO pump and snow plow hitch
- Front Bumper – full width steel with swept-back ends **NOTE: The body builder shall not weld to or “burn” holes in the bumper.**

Fuel Tank:

- 70 gallon capacity, non polished aluminum mounted on the left side under the cab door, (minimum). **NOTE: A minimum of two (2) self-cleaning steps shall be provided on both sides of the cab, with the lower step not exceeding twenty (20”) inches from the ground.**
- DEF tank to be mounted under driver door. Tank to be 7 us gallons.

Transmission:

- Automatic – 6-speed Allison Model 3000 RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/Output electrical connection provisions must be provided for dump and salt spreading applications
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Transmission Oil Level Sensor, with readout at shift selector
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, stalk mounted on steering column to provide more leg room in cab (**NO EXCEPTIONS**)

Front Axle and Related Equipment:

- 16,000 lbs. capacity Meritor MFS 16-143A (or an approve equivalent)
- Wide Track, 71.5” king pin center. . Front axle shall be set forward configuration.
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Spring Pins, rubber bushed, maintenance free
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

Rear Axle and Related Equipment:

- 40,000 lbs. capacity – Meritor MT-40-14X-4DCRP single reduction standard track 40,000 lb capacity with “R” wheel ends and driver controlled locking differential in rear rear and forward rear. Rear wall housing thickness to be .433 in each axle
- Ratio – vehicle shall be geared to obtain a speed of approximately 70 MPH and shall be programmed not to exceed 65 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

Suspension, Front:

- 16,000 lbs. capacity, Parabolic springs with shock absorber.
- Aux rubber springs need to be supplied on each side

Suspension, Rear:

- Rear suspension to be single Hendrickson HMX-400-54 40,000 lb capacity.(or an approved equivalent)

Drive Shaft:

- Heavy duty
-

Brake System and Related Equipment:

- Anti-Lock Brake System – Four channel control full vehicle control system and automatic traction control(**NO EXCEPTIONS**)
 - Air Brakes – Front, Cam Type 16.5” Inches x 6” Inches
Rear, Cam Type 16.5” Inches x 7” Inches
Compressor – 18.7 CFM, Gear Driven,
Automatic Slack Adjusters, front & rear
 - Brake Lines – all color coded nylon
 - Supply tractor Package with glad hands
 - Brake chambers on rear rear axle to located inside rear tire envelope to meet all asphalt spreader/paver clearance requirements
 - Manual Drain Cocks
 - Dual Air Pressure Gauges
 - Low Air Pressure Warning Light and Alarm
 - Air Activated, Spring Loaded Parking Brake, with dash mounted control
 - Air Dryer, Heated, Bendix AD-IP(or an approved equivalent)
 - Drain valve bendix DV-2 with heater for wet air tank
 - Trailer Connection four-wheel with hand control valve and tractor protection valve with trailer connection socket 7 way plug located at the end of the frame
- NOTE: All brake lining material shall be non-asbestos. The successful vendor shall be required to furnish certification from the manufacturer stating that all brake linings are non-asbestos. NO EXCEPTIONS.**

Cab and Related Equipment:

- Conventional Style Cab, galvanized steel, with tilting three (3) piece construction hood, and stationary grille. Fenders are to be replaceable, independently of hood.
- Cab Air Ride Suspension with shock absorber
- Injection Molded TPO (or an approved equivalent) Fender Extensions – extensions are not to be glued to hood assembly, but rather shall be attached with removable screws or other hardware.
- Grille Assembly – bright finished and stationary
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn – both dual electric and air horn shall be provided. Horn activation shall be located on the steering wheel for electric horn and cable pull for air horn. **NOTE:**
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.
- Interior grab handles to be safety yellow.
- Body Builder Pass Through – a knockout opening shall be provided in the cab floor for the body builder
- Mirrors – Two (2) Rectangular Heads, approximately 16” inches x 7” inches, with additional integral convex mirrors, mounted on a “breakaway” type “C” bracket. Both the main and convex mirrors are to be heated and thermostatically controlled. An additional 6”x 10” inches “look-down” convex mirror is to be mounted on the upper right side mirror bracket. This mirror shall be located in such a manner as to view the area directly at or below the passenger side door.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- All mirror bracket must be powder coated
- Radio- AM/FM with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges – air pressure (2), oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms – Low air pressure, low fuel, low oil pressure, low coolant level, high coolant temperature, low battery voltage, low windshield wiper fluid
- Grab Handles – entry assist, located inside the cab, left and right. Seating – Driver – National Air Suspension (or an approved equivalent) vinyl high back with integral headrest fully adjustable and with air operated lumbar support. Passenger two man, vinyl, high back with integral headrest and under seat storage.
- Windshield to be heated in glass.
- Heater/Defroster/air conditioner chassis manufacturer installed
- Air condition to have built in shut down system to control damage in case of a failure
- Seat belts to be safety orange
- Filter minder dash mounted

- Sun visors – right and left with center extenders
- Sun visor exterior with integrated marker lights.
- Overhead Console – with dual storage pockets
- Full Headliner and Padded Door Panels
- Adjustable Steering Column – infinite position type
- Cab to have exterior sun visor with integral L.E.D marker lights
- Cab Interior – manufacturer’s standard, City color preference is gray.
- Supply 7 pin trailer electrical socket located in rear of chassis

NOTE: Cab shall also include all manufacturers’ standard equipment.

Tires and Wheels:

Front – 315/80R22.55 Tubeless type, Radial Load, Range L (20 Ply), Highway Tread (or an approved equivalent), Disc, 9.0” inches x 22.5” inches power coat “White” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 11R22.5 Tubeless type, Radial Load, Range H (14 Ply), Mud and Snow (or an approved equivalent), Disc, 8.25” inches x 22.5” inches power coat “white” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs

Paint:

All painting shall be done in conjunction with manufacturer’s specifications. Cab shall be painted with a high quality, high solid, base coat and clear polyurethane overcoat. The wheels shall be powder coat painted. **NO EXCEPTIONS.** Paint shall be applied at the factory. Aftermarket refinishing will not be accepted. **NO EXCEPTIONS.**

Exterior Color: City supplied, Sikkens base coat clear coat (or an approved equivalent)

Chassis Color: Black

Wheels: Powder Coat

EXCEPTIONS:

Service Manuals:

A complete set of service, parts and wiring diagrams shall be supplied with total order in CD-ROM form. One (1) owner's manual shall be in each chassis cab.

EXCEPTIONS:

Delivery:

The units shall be delivered F.O.B. to a subcontractor's facility as designated by the Township, after pilot model approval. The units shall receive **all** pre-delivery preparation at the successful vendor's facility, **prior** to final delivery to the Township. The successful vendor shall be responsible for final deliveries to the Township. The body builder shall be responsible to deliver units to successful vendor's facility.

EXCEPTIONS:

Parts & Supplies:

The successful bidder shall supply a list of recommended parts and supplies which the Township should stock at a Central Warehouse. The list shall be prepared for the first through the eighth years of operation. The list shall include part number, quantity, description, price and possible source of supply.

EXCEPTIONS:

Dealer Network:

The successful bidder shall supply a list of authorized service facilities for heavy duty trucks which are near the Township maintenance facility.

EXCEPTIONS:

Warranties:

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for 1 years/unlimited miles from date of final delivery excluding normal wear items. (Warranty to include cab structure perforation and corrosion) 100% parts

and labor. Frame rail are to have a 7 year warranty (warranty to cover frame rails cross members and brackets) 100% parts and labor. NO EXCEPTIONS.

EXCEPTIONS:

SPECIFICATIONS FOR 18' HEAVY DUTY WHITE GOODS DUMP BODY WITH AND TUCK AWAY LIFT GATE

THE DUMP BODY UNDER THESE SPECIFICATIONS SHALL BE CONSTRUCTED OF ASTM A570 HI TENSILE STEEL. THE HOIST IS TO BE NTEA RATED. UNIT SHALL CONSIST OF A HEAVY DUTY BODY, DOUBLE ACTING TWIN TELESCOPIC HOIST, HYDRAULIC SYSTEM, ELECTRIC/HYDRAULIC LIFT GATE, SAFETY ACCESSORIES, AND ALL OTHER COMPONENTS TO MAKE UP A COMPLETE OPERATING UNIT. ANY DEVIATIONS FROM THESE SPECIFICATIONS SHALL BE NOTED ON THE LINES AVAILABLE AND FULLY EXPLAINED AS AN/OR EQUAL TO THE EQUIPMENT SPECIFIED. LITERATURE SHALL BE SUPPLIED.

MINIMUM BODY DIMENSIONS

INSIDE LENGTH-18'
INSIDE WIDTH-7'3"
OVERALL WIDTH-96"
SIDE HEIGHT-48"
GATE HEIGHT-48"
FRONT HEIGHT-48"
REAR POST HEIGHT-48"

COMPLY EXACTLY?
EXCEPTIONS: _____

MINIMUM BODY CONSTRUCTION:

SIDE STEEL 3/16" ASTM-570 HI TENSILE (ONE PIECE SIDEWALL INTEGRAL WITH RUNNING BOARD/RUBRAIL TO SLOPE 30 DEGREES.
FRONT AND TAILGATE STEEL 3/16" ASTM 570 HI TENSILE STEEL
FLOOR TO BE 1/4" WITH NO RADIUS. FULL LENGTH WELDING
BOXED TOP RAIL 4" X 4" X 1/8" TUBING
SIDE BRACES 6" WIDE VERTICAL FACE
REAR CORNER POSTS: 10" MINIMUM, 3/16" DROP TYPE FULL DEPTH TIED TO 1/4" REAR APRON
UNDER STRUCTURE: STACKED DESIGN WITH MINIMUM OF 1375 SQ. INCHES OF SUPPORTED FLOOR AREA AND A BEND REISTANCE OF 1.9 SECTION MODULUS.
GUSSET PLATES FOR SIDE BOARDS TO BE A MINIMUM OF 2 1/2" WIDE AND 8" HIGH

COMPLY EXACTLY?

EXCEPTIONS: _____

TAILGATE

TAILGATE TO BE 2 BARN STYLE GATES WITH HEAVY DUTY TRAILER TYPE LATCHING SYSTEM
HINGE PINS TO HAVE CAPTURED HEADS TO PREVENT THE PINS FROM TURNING AND ELONGATING. HEAVY DUTY BOSS HINGES. DOORS TO BE REMOVABLE.
HINGES TO HAVE GREASE FITTINGS

1/2" ROUND STOCK HOLDBACKS

TAILGATE TO BE 3/16" ASTM A570 STEEL WITH BOXED BRACING PERIMETER AND A HORIZONTAL BRACE.

COMPLY EXACTLY?

EXCEPTIONS: _____

CROSSMEMBERS: 4" STRUCTURAL CHANNEL ON 12" CENTERS INCLUDING BOLSTER AT FRONT AND REAR

LONGITUDINALS: 6" RECTANGULAR TUBING .

FULL SHIELD WITH ENTEGRAL WIND DEFLECTOR

PRIMER : BODY TO BE PROPERLY CLEANED WITH HI PRESSURE PHOSPHATIZED WASH AND PRIMED WITH 1 COAT OF INDUSTRIAL ENDAMEL PRIMER. FINISH COAT TO BE DUPONT CHROMABASE

WELDING:: CONTINUOUS EXTERIOR WELDING

BACK UP ALARM: 102 DCB LEVEL
ALUMINUM GRIP STRUT FOLD UNDER BODY LADDER
5/8" CRS TARP RAIL FULL LENGTH BOTH SIDES

COMPLY EXACTLY?

EXCEPTIONS: _____

MINIMUM HOIST

NUMBER OF CYLINDERS	2-TELESCOPIC
CYLINDER STROKE	80.31
STAGE EFFECTIVE DIAMETERS	
1 ST	3.875 INCHES
2 ND	3.375 INCHES
3 RD	2.875 inches
CYLINDER ACTION	SINGLE ACTING
CYLINDER LENGTH	
RETRACTED	44"
EXTENDED	115.4"
SCISSOR HEIGHT COLLAPSED	7.5"
HEIGHT AT MOUNTING BRACKET	11.375"
HOIST HEIGHT EXTENDED	115.4"
MAX OPERATING PRESSURE	3250 PSI
NTEA CLASS	J/100
HOIST CAPACITY AT 50 DEGREE	30.8

COMPLY EXACTLY?

EXCEPTIONS: _____

LIGHTING

LIGHTS AND REFLECTORS TO MEET D.O.T. STANDARDS. BODY MARKER LIGHTING TO BE L.E.D. AND COMPLETELY WATER PROOF AND HAVE RUBBER SHOCK PROOF GROMMETS. ALL WIRING IS ENCASED IN PLASTIC WIRE LOOM LACED THROUGH STEEL CHANNEL WITHIN BODY SUBFRAME.
OVAL L.E.D. STOP/TURN/TAIL LIGHTS RECESSED IN REAR CORNER POSTS
OVAL REVERSE LIGHTS IN REAR CORNER POSTS
HEAVY DUTY WATER TIGHT "O" RING SEALED JUNCTION BOX LOCATED AT REAR FOR WIRING.

6 HEAD L.E.D OVAL AMBER FLASHING LIGHT SYSTEM TO INCLUDE:

- (2) FRONT OF CAB SHIELD
- (2) SIDE OF CAB SHIELD
- (2) REAR CORNER POSTS OF BODY

COMPLY EXACTLY?

EXCEPTIONS: _____

ELECTRIC TARP

A FULLY AUTOMATIC SPRING ARM ELECTRIC TARP SYSTEM SHALL BE INSTALLED IN SUCH A FASHION NOT TO INTERFERE WITH REGULAR DAILY OPERATIONS WHEN IN THE STOWED POSITION. IT SHALL HAVE IN CAB CONTROLS AND BE EQUIPPED WITH AN ASPHALT TYPE TARP. RELAYS TO BE MOUNTED IN THE CAB (NO EXCEPTIONS)
TARP TO HAVE ALUMINUM ARMS

COMPLY EXACTLY?

EXCEPTIONS: _____

TUCKAWAY LIFTGATE

MAXON GPTLR OR EQUAL

4000# CAPACITY

80" X 60" ALUMINUM PLATFORM 10" RAMP

LEVEL RIDE

LOAD GUIDANCE SYSTEM

SELF LUBRICATED BEARINGS

MANUAL SAFETY LATCH

DUAL ASSIST SPRINGS FOR PLATFORM OPEN AND CLOSE

PRESSURE COMPENSATED FLOW VALVE

REAR DOCK BUMPER STEPS WITH RUBBER PADS

COMPLY EXACTLY?

EXCEPTIONS _____

HYDRAULICS:

HYDRAULIC PUMP/PTO:

The hydraulic pump shall be a Parker PGP350 or equal series gear pump that shall be direct mounted to a Hot Shift PTO. The pump shall have a flow rate of 18.96 GPM at 1000 engine rpm. The pump shall have a B-B splined drive shaft. The suction hose to the pump shall be a minimum of 1 1/2" I.D. SAE 100-R4 hose. The power take off shall be a Parker Hot Shift 277 series PTO mounted on the left, right, or topside of the transmission with a ratio of 103% of engine speed.

SHUT DOWN SYSTEM:

There shall be a sensor for low oil/high temp mounted in the top of the reservoir. It will be a normally open circuit rated for 3 amps. When the oil reaches a critical level this circuit will close sending a signal to the hot shift power take off, disengaging the pump and shutting off the flow of oil to the system. At the same time, a signal will be sent to an indicator mounted in the cab alerting the operator of system shut down. A low oil manual override switch will allow the operator to momentarily override the system shutdown to raise the plow or lower the dump body, in order to return to a maintenance facility.

RESERVOIR/ VALVE ENCLOSURE:

- The hydraulic reservoir will be of 35 gallons nominal capacity.
- The hydraulic reservoir will be constructed of 10-gauge steel and be internally baffled.
- Mounting bracket is to be designed and supplied by the reservoir supplier.
- Mounting system should allow for a 1" frame clearance for frame obstructions.
- Shall be mounted in a manner as to not transmit any truck torsional loads thru the tank.
- The enclosure will use a gasket-less passive technology. (No rubber seals, gaskets, or weather stripping.)
- The enclosure lid will be removable within seconds by one person without the use of tools.
- All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections are to be protected by enclosure cover.
- The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.
- The cover will protect from both road and pressure washer spray.
- The use of bulkhead fittings is not permitted.
- The directional control valve must be easily accessible from all (6) sides without the use of tools.
- Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.
- A 2" full flow brass ball valve shall be plumbed at the suction port of the tank.

FILTER:

Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than 60 GPM. The filter will come with both a visual and electrical bypass indicator. A warning light shall be mounted in the cab and wired to the electrical indicator.

VALVE CONTROLS:

The valve controls shall be Morse remote control system with dynamic rod seal cables. Must be bulkhead type connections at the hydraulic valve sections. Valve controls shall be mounted at the right of the driver. The hoist section shall have a center lock to prevent accidental actuation. A combination of single or dual axis levers stacked together for operation of the remaining sections in hydraulic valve bank. The controllers shall be mounted in a totally enclosed tower. Cable core shall be stainless steel capable of 100 pounds of push and pull.

CONTROL VALVE:

Control valve shall be U.S. manufactured. Valve to be a closed center type with an unloader. The unloader shall be a **field replaceable unloader cartridge**. Valve to be o-ring ported. Mid-inlet section porting will be #16 inlet, #20 outlet, #16 hoist section, and #10 or #12 for all other sections. The hoist section shall be stacked to one side of the mid-inlet and all other sections will be stacked on the other side. All ports shall be level with each other so as to lay flat on its base. There will be a main relief in the mid-inlet section that will be set at 2000-PSI maximum system pressure valve section to be arranged as follows:

1. Hoist, 4-way for a double acting cylinder with down side work port relief set at 500 PSI.
Mid-inlet transition section
2. Plow Lift, 4-way for a double acting cylinder with flow control.
3. Plow Angle, 4-way for a double acting cylinder with flow control and motor spool

COMPLY EXACTLY?

EXCEPTIONS: _____

SNOW PLOW

Henderson Hitch or equal with "Level lift" design allows continuous level lift in any position.
Height of moldboard: 36" (height measured from road surface to inside of arc).
Length of moldboard: 120".
"J" Moldboard style shall have approximately 20" and the last 12" a minimum of 6" radius
Cutting path at 35° for 132' length plow is 108".
7 ga. Grade 50 rolled moldboard with ten (10) 1/2" x 3-1/2" ribs for extra strength and rigidity. Continuous welded one-piece rib with notches at top to allow moisture to escape. EXCEED Spec by 1/2" for additional strength.
Reinforced 4" x 4" x 3/8" bottom angle.
The top shall be reinforced at the top by a self-formed channel that wraps around top edge of ribs.
Two horizontal braces for added rigidity of 1/4" x 3"x3" angle are mounted at the upper moldboard support arm mounts. EXCEED spec of 2" x 2".
Attack angle is adjustable to 5°, 10°, and 20° with (3) attachment holes on the upper moldboard attachment point using 1" pins.
5/8" x 8" cutting edge with AASHO punching 3"3"12" using grade 8 x 5/8" plow bolts with Brinell Hardness of 250 minimum and 325 maximum
The cutting edge banking plate of 5/8" x 3" steel shall be welded and braced with 1/2" x 2-1/2" gussets welded between each cutting edge bolt position.

Cutting edge shall be flush with moldboard face to prevent snow build up on top of the cutting edge.

Lift chain shall be zinc plated 7/16" proof coil chain, repair link, two (2) 1/2" anchor shackles and a 7/16" grab hook clevis. There will be two (2) tabs welded to table assembly, equally spaced from center pin, for the lift chain.

Rubber baffle (1/2" x 12" wide x 11') shall mount at top of moldboard with 1/4" x 2" x 11" steel keeper bar.

FULL TRIP ASSEMBLY:

Full moldboard trip with (5) five external extension springs made of ASTM-A229 oil tempered 1/2" round wire, 4-1/2" O.D. x 24 active coils with end hooks to form a 90 Degree right angle to each other.

Spring force shall be at 30.5" with minimum 1,050 lbs and allow for 14" of stretch without deformation.

Springs are designed to allow for plow to trip when coming in contact with solid object and returning automatically to the original plowing position after clearing object. The springs will hold moldboard in plowing position otherwise.

Trip spings will have adjustable spring tension mounting holes to adjust tripping spring tension. Each spring will adjust individually by a threaded "J" hook. This tripping post must be independent of the springs and have holes for each spring. Tripping post must not interfere with tripping of plow.

A tripping mechanism will be a mechanical telescoping design constructed of 1-1/4" x 2" inside bar, 3/4" x 2-1/4" outside bar and reinforced with 1/4" x 2" bars.

Two (2) 1" diameter pins with minimum tensile strength of 72,000 lbs shall connect tripping post to moldboard.

Exceptions _____

PUSH FRAME:

Push frame width: 96" overall width, 4" x 4" x 3/8" wall structural tube. EXCEED spec with extended mounting of pins for reinforcement and EXCEED spec with structural wall tubing over angle.

Semi-circle table: be of arc design and be of solid continuous structural angle measuring 4" x 4" x 1/2". In the circular arc portion, a 3/4" x 4" burned plate in the shape conforming to the 4" x 4" x 1/2" structural angle will be welded in place. This plate will include eleven (11) notches 1-

1/4" deep x 1-1/8" wide at the bottom and 1-1/2" wide at the outer edge.
Circular arc portion shall be welded at each end with an overlap to structural angles measuring 4" x 4" x 1/2" that continues the length of semi-circle and joins to front angle measuring 4" x 4" x 3/8" square beam with reinforcement on each side with 3-1/2" x 3-1/2" x 1/2" structural angles.
1/2" thick steel lugs welded to the top of the 4" x 4" x 3/8" square structural tube for attaching the carrying chain.
A-frame shall attach to front center of table with 1-3/4" diameter vertical headed pin with retainer to lock rotation of the pin to the A-frame. EXCEED Spec of 1-1/4". Pin held in place with 3/8" diameter roll pin.
Five (5) moldboard-to-push frame pivot points with 1-1/4" pins through ten (10) 5/8" thick push frame lugs, two (2) per connection point. Moldboard has (4) 1-1/4" long bushings and one (1) 6-1/4" long center bushing to provide 7.8" square inches of area on the push frame connection and 14 square inches of bearing area on the moldboard. EXCEED. Pin to be a minimum of 72,000 lbs of tensile strength.
Twin 3" x 10" nitrided hydraulic cylinders are for heavy duty power reversing attaching to the pushframe with 1" pins.
Latching mechanism shall operate automatically and monitor the moldboard in any of the eleven (11) positions from 35 degrees or left in 7 degree increments
Pushframe shall be constructed of two (2) 4" 13.8 lbs ship channels with bracing and be in form of an "A".
Top and bottom of push frame shall be 1/2" triangular shaped plate.
Welded to front of triangular plates shall be a pair of 3/4" x 3" steel brackets and between them a curved socket member shall provide to relieve the pivot pin of thrust stress.
The attachment pin at this point shall be a minimum of 1-1/4" diameter axle quality steel that shall engage with corresponding ears on the front angle of the semi-circle frame.
An assembly welded to form a continuous trust beam at the center of this box construction of plates and channel in-line of the forward rotation.
The first forward member to be minimum of 4" @ 7.7 lbs I-Beam bearing against the push ears in the front and extending to the rear to butt against a tubular telescopic member extending further to the rear and attach to a cross channel with a 1" bolt.
Telescoping onto the the tubular member shall be a sliding yoke having (2) pair of ears at the front connecting to the hydraulic reversing cylinders to the rear of the sliding yoke.
A latch part shall be incorporated which continues further to the rear and presses against a heavy duty latch spring measuring 5-7/16" O.D. x 3/4" diameter spring wire with 9" of free travel. Spring shall be made of AISI 5160 hot rolled spring steel and heat treated after cooling. Spring to be closed and ground.
The latch shall seat against a circular plate welded to the rear cross channel
Lubrication fittings shall be supplied to ease movement of the slide assembly.
Exceptions _____
A guide plate will be welded to the rear of the top triangular plate to control the position of the

yoke assembly and latch part. This plate shall also extend forward to be in a position above the circular arch angle.

Two (2) rear channels of the push frame shall be provided with a heavy duty 1" thick steel ear bolted to the push frame. Ear spacing of plow portion hitch shall be 21" to fit truck portion pin hitch using 1-1/4" diameter pins.

PAINT:

All metal surfaces are to be cleaned to remove slag, splatter, oxide, and oil residue.

All surfaces are high-pressure cleaned and degreased with phosphate solution prior to painting. Moldboard, Push frame assembly and hitch components are powder coat DuPont Dulux Omaha Orange Enamel #93-082 equivalent in powder coating.

RUBBER DEFLECTOR

12" Rubber deflector

RUBBER CUTTING EDGE

1 1/2' X 10"

LEVEL LIFT ASSEMBLY

The level lift assembly shall provide automatic control which will hold a raised plow

moldboard an equal distance from the ground at the bottom of the cutting edge

Level lift design hold an equal elevation regardless of height raised above the road surface and regardless of moldboard plowing angle.

The moldboard plowing angle must be able to be changed to any desired position, maintaining equal elevation without first lowering plow, changing plow angle, and then re-lifting.

PLOW MARKERS

Two (2) Safety Orange constructed of high-density polyethylene measuring approximately 1-1/4" O.D. x 36" long.

MOLDBOARD WHEELS

Two (2) each 10" diameter wheels from abrasion resistant steel with Timken bearings
Screw adjustable brackets with screw handles. Bolt on type

CURB GUARDS

Two (2) moldboard shoes of A36 steel 5/8" thick x 6" wide x 14" long. One mounted on each end of plow to wrap around the edge of snow plow moldboard at the cutting edge level.

Each curb guard will have (2) 11/16" diameter bolt holes and mounted to top of snow plow

cutting edge on front side.

The Center of the first bolt hole shall be 1-1/2" from the flat square end of the shoe. The center of the second bolt hole shall be 3" from the center of the first bolt hole. Bolt holes shall be positioned 1-1/2" down from the top edge of the curb shoe.

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.

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 statutes 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:

Name of Firm

Signature

Title

Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

being duly sworn, deposes and says that he/she resides at:

and that he/she is the _____ of _____
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree
to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the ____ day

of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

EXHIBIT A

MANDATORY EUQL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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, affectional or sexual orientation, gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal 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 indent or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement. A notice, to be provided by the agency contracting officer, advertising the labor union of the contractor's commitment 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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it 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 principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal law and applicable Federal court decision.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the three following documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj/treasury/contract_compliance)

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS: _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or Position) (Name of Firm)

the bidder making this Proposal for the bid entitled _____, and that I
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal
(Name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn
before me this _____ day
of _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the
State of _____ of full age, being duly sworn according to law on my
oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(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;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration 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.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn
before me this _____ day
of _____ 20____.

Notary Public of

My Commission Expires _____

(Seal)

Signature

(Type or Print Name)

STATEMENT OF CORPORATE OWNERSHIP

In compliance with Chapter 33, laws of 1977 (N.J.S.A. 52:25-24.2), I certify the following:

- _____ Firm is a sole proprietorship
- _____ No stockholder or partner or the corporation or partnership holds ten percent (10%) or more ownership.
- _____ Below are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed.

Name	Address	Percent Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: If any of the above entities is a corporation, then the following are the names and addresses of all persons owning ten percent (10%) or more of that corporation.

Name	Address	Percent Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that I will notify the Owner of any changes to the above list within ten (10) days of such change.

Signed the _____ day of _____ 20__

(insert Contractor's Name)

By: _____
(A Partner or Corporate Officer)

Title: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____
 Title: _____ Date: _____

CONSTRUCTION CONTRACT

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

- 1) 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.
- 3) 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.
- 5) 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 than 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:

- A. 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 or 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 Statutes 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 is 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 or subcontractor:
 - i. If said individuals have never previously received any 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.

C. The contractor or subcontractor agrees that nothing contained in the 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 of 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

THIS AGREEMENT made this _____ day of _____ 20____, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF _____, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of _____ the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire _____.

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

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

<u>NAME</u>	<u>NOT REGISTERED</u>	<u>REGISTRATION #</u>
Bidder _____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this _____ day of _____ 20_____.

Signature

Notary Public

(Name & Title 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 II, of the Americans With Disabilities Act of 1990 42 U.S.C. 512101 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 thereto, 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.