

**SPECIFICATIONS, PROPOSAL AND
CONTRACT DOCUMENTS**

FOR

**PURCHASE OF WATER AND WASTEWATER
TREATMENT CHEMICALS**

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

433 JOHN F. KENNEDY WAY

WILLINGBORO, NEW JERSEY 08046 - 2119

BID DATE

December 16, 2015

10:00 AM

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Willingboro Municipal Utilities Authority for chemicals listed below at the Authority Office, 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119 until 10:00 A.M. prevailing time on December 16, 2015 at which time the bids will be publicly opened and read aloud. Chemicals are as follows:

1. Multiple types of Polymer
2. Hydrated Lime
3. Hydrofluosilicic Acid
4. Sulfur Dioxide (one ton cylinders)
5. Liquid Sodium Hypochlorite

Bidders shall submit bids for a two-year contract; January 1, 2016 through December 31, 2017.

Bid documents for these chemicals may be obtained at the Authority between the hours 9:00 A.M. and 4:00 P.M. weekdays only or on the Authority website, www.wmua.info

Bids for polymer will be limited to suppliers who have pre-qualified.

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the chemicals on the outside addressed to the Willingboro Municipal Utilities Authority, and must be accompanied by a Certified Check, Bid Bond, or Cashier's Check drawn to the order of the Willingboro Municipal Utilities Authority for ten percent (10%) of the total amount bid, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent order from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance Bond upon the award of contract.

The signed proposal form and bid security must be delivered to the place and before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three (3) apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Contractors Performance Bond.

Bidders are required to comply with the provisions of PL 1975, c/117, and PL 1977, c.33. (N.J.A.C. 17:27).

The right is reserved to reject any or all proposals in whole or in part or to make awards to such bidder or bidders, who, in the judgment of the Willingboro Municipal Utilities Authority makes the most advantageous bid and to waive such informalities as may be permitted by law.

Andrew Weber
Executive Director

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. FAMILIARITY WITH SPECIFICATIONS The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the AUTHORITY. The bidder accepts the obligation to become familiar with these specifications. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by the bidders should be promptly reported in writing to the appropriate official. In the event that the bidder fails to notify the AUTHORITY of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

2. QUESTIONS No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. All questions shall be submitted in writing to the Authority's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days before the established date for bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJSA 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The AUTHORITY's interpretations or corrections thereof shall be final; in the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT jmackie@wmua.info**

3. CHALLENGES TO BID SPECIFICATIONS Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the AUTHORITY no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the AUTHORITY or the award of a contract.

4. BIDDER'S QUALIFICATIONS Before a bid is considered for award, the bidder may be requested by the Authority to submit a statement of facts in detail as to his previous experience in performing similar or comparable work and of his business and technical organization and financial resources and plant available to be used in performing the contemplated work,

5. BID GUARANTEE Each bid shall be accompanied by the following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A

BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid for one year, but not in excess of \$20,000, payable unconditionally to the AUTHORITY. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the AUTHORITY. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required

INSTRUCTIONS TO BIDDERS

performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A 40A: 11-21.

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder' shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the AUTHORITY stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or ail subcontractor's or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to NJSA 40A: 11-22.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. **Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.**

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey NJSA. 17:31-5.

The bidder, at his option, may furnish a bid bond, postal money order, certified check or cashier's check as security in the amount required. Checks are to be made payable to the Willingboro Municipal Utilities Authority

6. PREPARATION OF BIDS

A. The AUTHORITY is exempt from local, state or federal sales, use or excise tax.

B. The AUTHORITY has attempted to identify the item(s) and the estimated amount of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to NJAC 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED. THE AUTHORITY SHALL AWARD THE CONTRACT TO THE LOW BIDDER FOR EACH SINGLE BID ITEM. MULTIPLE AWARDEES ARE ANTICIPATED. BIDDER SHALL INCLUDE DELIVERY TO WILLINGBORO, NJ 08046 IN THE UNIT PRICE.

C. Successful bidders shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include the cost on the bid price agreement.

INSTRUCTIONS TO BIDDERS

D. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

E. Alternate bids will not be considered unless called for.

F. The prices quoted on the attached Form of Proposal must remain firm for the duration of the contract.

7. SUBMISSION OF BIDS

A. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the AUTHORITY, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

B. Sealed bids will be received by the designated representative on or before the time and place stated in the Notice to Bidders and at such time and place will be publicly opened and read aloud.

C. The following items shall be submitted with the bid and are considered mandatory submittals in accordance with P.L. 1999, c39. Failure to submit any one of these items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body.

1. A guarantee to accompany the bid pursuant to Section 21 of P.L. 1971, c. 198 (C.40A: 11-21)

2. A certificate from a Surety company pursuant to Section 22 of P.L. 1971, c. 198 (C.40A: 11-22)

3. A statement of corporate ownership pursuant to Section 1 of P.L. 1977, c. 33 (C.52: 25-24.2)

4. A listing of subcontractors pursuant to Section 16 f P.L. 1971, c. 198 (C.40A: 11-16) and

5. A document for the bidder to acknowledge the bidder's receipt of any notice or revision or addenda to the advertisement or bid documents. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT jmackie@wmua.info**

INSTRUCTIONS TO BIDDERS

D. DELETED:

3. Contractors bidding on covered work shall provide proof of the required NJ registration with the bid.

E. The following additional items are also to be submitted with the bid. Failure to submit this information may result in disqualification of the bid.

1. Bidders Affidavit.
2. Non-Collusion Affidavit
3. Affirmative Action Certification
4. Submittal Acknowledgment Form
5. Disclosure of Investment Activities In Iran

F. It is the bidder's responsibility to see that bids are presented to the AUTHORITY on the hour and at the place designated. Bids may be hand delivered or mailed: however, the AUTHORITY disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section 6.B above must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

G. Sealed bids forwarded to the AUTHORITY before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

H. At the time fixed for opening of the bids, their contents will be made public for the information of bidders and other interested person, who may be present either in person or by representative.

I. If more than one bid be offered by any one party, by or in the name of his /her or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

J. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the AUTHORITY. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

K. Discrepancies in Bids:

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the

INSTRUCTIONS TO BIDDERS

extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the AUTHORITY of the extended totals shall govern.

L. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

M. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the AUTHORITY. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

N. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In cases of rejected materials, the vendor will be responsible for return freight charges.

8. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s), which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.

INSTRUCTIONS TO BIDDERS

E. Wherever practical and economical to the AUTHORITY, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

9. AWARD OF CONTRACT

A. The contract will be awarded or rejected as soon as practicable, but within sixty (60) calendar days of receipt, to the lowest, responsible bidder, price and other factors considered, provided his/her bid is reasonable and it is to the interest of the authority to accept it. THE AUTHORITY SHALL AWARD THE CONTRACT TO THE LOW BIDDER FOR EACH SINGLE BID ITEM. MULTIPLE AWARDEES ARE ANTICIPATED. BIDDER SHALL INCLUDE DELIVERY TO WILLINGBORO, NJ 08046 IN THE UNIT PRICE.

B. The lowest responsible bidder will be determined by the vendor whose *final* cost to the AUTHORITY to treat a 1 MG unit volume of potable water or wastewater plant influent is the lowest.

C. This final cost of treatment is determined not only by the unit price bid but by function of the price plus efficiency of the chemical as determined by actual tests under typical operating conditions at the Willingboro MUA facilities. Historic WMUA chemical usage reports shall be utilized to calculate the final cost of treatment for the specific chemical bid.

D. deleted.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the AUTHORITY.

F. The Authority reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority.

G. The right is reserved, as the interest of the AUTHORITY may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids. Such revision and amendments, if any, will be announced by an addendum or addenda to this Notice to Bidders. If the revisions and amendments are of such a nature which requires material changes in quantities or prices bid, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the AUTHORITY will enable the bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

10. REJECTION OF BIDS

A. Availability of Funds - Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

INSTRUCTIONS TO BIDDERS

B. Multiple bids not allowed. – More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered,

C. Unbalanced Bids – Bids, which are obviously unbalanced, may be rejected.

D. Unsatisfactory Past Performance- Bids received from bidders who have previously failed to complete contracts within the time scheduled or who have performed work for the AUTHORITY in an unacceptable manner, may be rejected.

E. Failure to Enter Contract – Should the bidder, to whom the contract is awarded, fail to enter into a contract within twenty one (21) days, Sundays and holidays excepted, the AUTHORITY may then, at its option, accept the bid of the next lowest responsible bidder.

11. TERMINATION OF CONTRACT

A. If; through any cause, the successful bidder shall fail to fulfill in a timely and proper manner, the obligations/under this contract or if the contractor shall violate any of the requirements of this contract, the AUTHORITY shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the AUTHORITY of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the AUTHORITY for damages sustained by the AUTHORITY by virtue of any breach of the contract by the contractor and the AUTHORITY may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the AUTHORITY from the contractor is determined.

C. The contractor agrees to indemnify and hold the AUTHORITY harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the AUTHORITY under this provision.

D. In case of default by the successful bidder, the AUTHORITY may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the AUTHORITY reserves the right to cancel this contract.

12. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification. No firm may be issued a contract unless it complies with the affirmative action regulations of **NJSA 10:5-31** et seq. (PL 1975, c. 117)

INSTRUCTIONS TO BIDDERS

1. Procurement, Professional and Service Contracts All successful vendors must submit within seven (7) days after receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one (1) year from the date of the letter), or
- b. A photocopy of an approved Certificate of Employee Information Report, or
- c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302)

2. Construction Contracts – All successful contractors must submit, within three (3) days of the signing of the contract, an Initial Project Manning Report (AA-201-available from the AUTHORITY) for any contract award that meets or exceeds the bidding threshold.

B. Americans with Disabilities Act of 1990 Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the AUTHORITY harmless.

C. Prevailing Wage Act. (When applicable) Pursuant to NJSA 34:11-56.25 et seq., successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll to the AUTHORITY within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 11:60-6.11. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. Stockholder Disclosure. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any 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 setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%_) or greater interest therein. Form of statement shall be completed and attached to the bid proposal.

E. New Jersey Worker and Community Right To Know Act. The manufacturer or supplier of any substance or mixture shall supply the Chemical Abstract Service Number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further all applicable Material Safety Data Sheets (MSDS) – HAZARDOUS SUBSTANCE FACT SHEETS – MUST BE FURNISHED.

F. Non-Collusion Affidavit. The non-collusion affidavit, which is part of these specifications,

INSTRUCTIONS TO BIDDERS

shall be properly executed and submitted with the bid proposal.

13. REMEDIES

A. In compliance with N.J.S.A. 40A: 11-50, any and all disputes arising under this Contract shall be submitted to non-binding mediation. This non-binding mediation procedure is the process of resolution and the alternative dispute resolution procedure agreed to be the parties to this Contract pursuant to N.J.S.A. 40A: 11-50, and disputes arising under this Contract shall be submitted to such non-binding mediation prior to being submitted to a Court for adjudication. Any such mediation shall be governed by the Construction Arbitration Rules of Procedure if the American Arbitration Association insofar as they are not inconsistent with this Contract. Any mediator shall be expressly bound by the New Jersey substantive law in the mediation process and shall be guided by the New Jersey Rules of Evidence.

B. Nothing herein shall prevent or be deemed to prevent the contracting unit from seeking injunctive or Declaratory relief in a Court of competent jurisdiction at any time. In addition, the Alternative Dispute Resolution Practices required hereunder shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A 40A: 11-1 et seq.

C. The request for mediation in the event of a dispute shall be submitted to the other interested parties. The request shall include a statement of the specific claims that the complaining party has against the other party relating to these disputes. Within a reasonable time thereafter, the party being served with the notice of mediation shall provide to the complaining party a statement of its specific claims and/or defenses that it has against the complaining party relating to the dispute. The mediation proceedings shall commence within thirty (30) days of the submission of a request, and shall continue for a period not greater than fifteen (15) days or such longer period as the parties may agree. In the event of an emergency situation, the mediation process shall be accelerated.

D. The Consulting Engineer for the AUTHORITY shall have the authority, with the approval of both parties to select the mediator. The mediator shall proceed to attempt to mediate and resolve the dispute pursuant to industry standards.

E. The contract unit ("AUTHORITY") and contracting party ("CONTRACTOR") shall divide equally and be equally responsible for all costs of such mediator and the mediation proceedings. Each party shall pay its own costs and fees and other costs incurred by the party in connection with its preparation for and participation in such mediation proceedings

14. PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE

A. Required Insurance: The Contractor shall take out and maintain during the life of this contract the various types and amounts of insurance as required to protect the Contractor, the AUTHORITY, and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them. All policies

INSTRUCTIONS TO BIDDERS

shall name the AUTHORITY as additional insured and be primary to any to any insurance provided by the AUTHORITY.

B. Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage.

C. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the AUTHORITY before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policies of AUTHORITY's Protective Bodily Injury (Item F) and Property Damage (Item G) as well as Builder's Risk Fire Insurance (Item J) shall at this time be delivered to the AUTHORITY for its possession.

D. All policies as hereinafter required shall be so written that the AUTHORITY will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation of amendment.

- 1). Worker's Compensation and/or Employer's Liability Insurance as required or specified by State Law.
- 2). Contractor's Direct Bodily Injury Liability Insurance.
- 3). Contractor's Direct Property Damage Liability Insurance.
- 4). Contractors Protective Bodily Injury Liability Insurance.
- 5). Contractor's Protective Property Damage Liability Insurance.
- 6). AUTHORITY's Protective Bodily Injury Liability Insurance naming the AUTHORITY as additional insured.
- 7). AUTHORITY's Protective Property Damage Liability Insurance naming the AUTHORITY as additional insured.
- 8). Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.
- 9). Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.
- 10). Builder's Risk Fire and Extended Coverage Insurance for the full amount. Contractor as their respective interests may appear. Coverage shall apply to perils of fire, windstorm, hail, explosion, riot, strike, civil commotion, aircraft and vehicle damage,

INSTRUCTIONS TO BIDDERS

smoke, vandalism, and malicious mischief or those perils normally insurable by State Law. Property insured is to be the work under construction including all foundations as well as permanent fixtures and all underground pipes and wiring; also all materials, equipment and supplies incidental to the construction work and any temporary structures.

E. The following special hazards shall be included in the above stated insurance coverage:

- 1). Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage due to:
 - a. Explosion and Blasting
 - b. Collapse or injury to structures
 - c. Damage to underground structures or conduits

F. If any part of the work is sublet, insurance of the same types and limits as required by above items 1, 2, 3, 4, 5, 8 and 9 shall be provided by or on behalf of the subcontractor to cover that part of the work they have contracted to perform including Property Damage Liability and Special Hazards Coverage if so required by this contract.

G. The required extent and limits of the types of insurance required from the Contractor for this contract are as follows:

- 1). All Bodily Injury Insurance required by Items B, D, and F in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item H in the amount of \$ 1,000,000 combined single limit each occurrence.
- 2). All Property Damage Liability Insurance required by Items C, E and G shall be in the amount of \$ 1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item 1 in the amount of \$ 1,000,000 combined single limit each occurrence.
- 3). Builder's Risk, Fire and Extended Coverage Insurance required by Item J shall be written in the full amount of this contract.

15. SOCIAL SECURITY ACT

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or old age retirement benefits, pensions or annuities, nor or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the AUTHORITY from any such contributions or taxes or liability thereof.

STATEMENT OF WORK

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS

SCOPE OF WORK

- A. The work of this contract consists of providing, delivering and unloading the specified quantities and quality of water and wastewater treatment chemicals as delineated in the specifications and at the locations specified.
 - a. Water treatment chemicals – 58 Meribrook Circle
 - b. Water treatment chemicals – 22 Medallion Lane
 - c. Water treatment chemicals – 30 Sylvan Lane
 - d. Water treatment chemicals – 23 Baldwin Lane
 - e. Wastewater treatment chemicals – 72 Ironside Court
- B. The work also includes the removal of **all** chemical delivery containers from MUA locations. Delivery containers include cylinders, carboys, plastic drums and pallets.
- C. Deliveries shall not exceed five (5) working days from time of notification. In the event the vendor fails to make delivery on schedule, the AUTHORITY reserves the right to purchase material on the open market and charge the vendor for any costs incurred above the contract price. The AUTHORITY reserves the right to cancel all or any part of late deliveries without obligation. Delivery times must be between the hours of 8:00 A.M. to 3:30 P.M. on normal working days. Vendor shall provide a listing of all closure dates, holidays, etc. for which delivery of materials is not available.
- D. Bid prices must include all delivery, unloading and delivery container removal charges.

SPECIFICATIONS

1. Chemicals:

A. **Hydrated Lime**, 68% CaO minimum, potable water grade, estimated annual quantity 200 tons, delivered in 50# bags, with CAS number inscribed. Orders are for 10 tons, received in an uncaked condition and shall be palletized and shrink wrapped in such a manner as to be protected from inclement weather on 40" x 48" single faced pallets and loaded for **vendor-supplied piggyback forklift w/ operator for unloading from fronting street.** Existing dock(s) is unavailable for trailer rear end unloading. Pallets are to be exchanged upon delivery.

B. **Hydrofluorosilicic Acid** containing between 20 and 30 percent hydrogen fluoride by weight. Bidder shall also state the average commercial strength of the Hydrofluosilicic acid as to whether it is 20 or 30 percent and further state the available fluoride content. Estimated annual quantity 55,000 lbs. Carboys shall not exceed 150 lbs, with no order less than 10 carboys. Each carboy shall have marked legibly the name of the acid, the net weight or volume of the contents and a clear warning of the potential danger in handling and CAS number inscribed. Material shall be suitable for use in public water supply in accordance with AWWA 0703-71 or the latest revision thereof. Price quoted in proposal shall be per CWT.

C. **Magna Flocc LT 25 Polymer**, or approved equal, which shall uniformly coagulate, and settle the raw water solids in the clarifiers of the water treatment plant prior to sand filtration. Estimated annual quantity is 4000 lbs. As a minimum, the material shall meet the following requirements:

1. Anion active
2. Water soluble powder
3. Bulk density – 42 to 48 lbs. per cubic foot
4. Packaging – 50 lb. bags

D. **CIBA ZETAG 7879 Flocculent** or approved equal, which shall condition liquid sewage sludge for solids sedimentation, thickening and dewatering processes. Estimated annual quantity is 11000 lbs. As a minimum, the material shall meet the following requirements:

1. Packaging – liquid in 55 gallon drums, Weight 441 lb.
2. Solids content: - 50%
3. Solution pH – 3.5 – 5.5
4. Specific Gravity 1.06
5. Particle size – 10% > 1.1µm, 50% > 0.9µm, and 90% > 0.7µm

PLEASE NOTE:

Bidders specifying other products shall furnish data indicating the successful use of the polymer at other WMUA water and/or wastewater treatment plants for a period in excess of one (1) year. Bids will only be approved when the bidder has met the required purpose and the bidder has demonstrated the cost effectiveness of their product by actual plant runs on not less than five (5) consecutive days within the past twelve (11) months at the Authority's facilities. Award of this contract shall be made on the basis of cost-effectiveness of the

SPECIFICATIONS

product. The bidder shall, in writing, guarantee that the polymer to be furnished shall be identical to that used during the demonstration period and shall be uniform in grade and quality during the term of the contract.

E. **Sulfur Dioxide** in one ton cylinders, estimated annual quantity sixteen (16 tons).

F. **Liquid sodium hypochlorite** shall contain no insoluble matter by weight and not more than 2.5 grams per liter total free alkali (as NaOH) by weight and meet the AWWA Standard B300-87. Estimated quantity is 150,000 gallons.

1. The following is a typical analysis of Sodium Hypochlorite solution:

Available Chlorine	
Expressed as Trade Per Cent:	11.0% (Typical)
Expressed by weight:	11.4% (Typical)
Expressed as grams per liter:	110.0
Sodium Hypochlorite NaOCL by weight	13.02%
Free Alkalinity (NaOH) by weight:	0.8 %
pH (SU)	11.0 – 11.0
Weight per gallon:	10.1 lbs. (Typical)
Maximum temperatures of the product at the time of delivery	85 degrees F (29.4 degree
Color:	Pale Yellow
Odor:	Mild Chlorine

2. The liquid sodium hypochlorite shall be delivered in tanker trucks capable of pumping into the Authority's piping systems with total deliveries of 5000 gallons that may be split among several sites.

3. Bidders are requested to inspect all delivery locations to determine quantities to be delivered. Minimum delivery to one site is 100 gallons. All charges for delivery must be included in the unit prices.

PROPOSAL

PROVIDE AND DELIVER WATER AND WASTEWATER TREATMENT CHEMICALS TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY:

The Undersigned hereby declares that _____
has carefully examined the specifications, plans and form of contract for the item named above; and that _____ will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item stated in the Schedule of Prices following.

It is understood that the Unit Price for the respective material stated by the undersigned in the Schedule of Prices will control in the awarding of the contract. Unit price of Equivalent products shall be evaluated pursuant to final cost of treatment per 1 MG of influent. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the quantity actually purchased.

THE AUTHORITY SHALL AWARD THE CONTRACT TO THE LOW BIDDER FOR EACH SINGLE BID ITEM. MULTIPLE AWARDEES ARE ANTICIPATED.

The undersigned proposes to furnish all labor, materials and equipment required to complete the work in every detail, in accordance with specifications and other contract documents, at and for the following Unit Prices:

MATERIAL	Two-year contract			TOTAL
	UNIT	UNIT PRICE	QTY	
Hydrated Lime	(per ton)	_____	400	_____
Hydrofluorosilicic Acid	(per cwt.)	_____	1100	_____
Polymer (M F Lt 25 or equal) (per lb.)	(per lb.)	_____	8,000	_____
Proposed product: _____				
Polymer (ZETAG 7879 or equal) (per lb.)	(per lb.)	_____	22,000	_____
Proposed product: _____				
Sulfur Dioxide	(per cwt.)	_____	700	_____
Sodium Hypochlorite	(per gal.)	_____	300,000	_____

All charges for delivery and unloading must be included in the bid price. The bid price must include the removal of **all** delivery containers from MUA locations. This includes cylinders, carboys, plastic drums and pallets etc.

PROPOSAL

There is enclosed herewith the required bid security (bid bond) to the order of the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY in the sum of _____ Dollars (\$ _____), and a duly executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required bond upon the award of contract.

Name and business address of bidder to whom all formal notices are to be sent:

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

_____	_____
_____	_____
_____	_____
_____	_____

If Corporation, the bidder shall name the date and State in which corporation was incorporated:

_____	_____
-------	-------

If a partnership or corporation, give the names of all partners, or all officers of the corporation with the addresses of each:

_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the OWNER's Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 20 _____.

Bidder

- SEAL -

By _____
(Signature of Individual, Partner
or Officer Signing the Proposal)

(Seal is required if Bidder
is a corporation)

Title

The undersigned states that the names and addresses of all persons owning a ten- percent (10%) or greater interest therein in this proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a corporation, the bidder shall name the date and State in which incorporated.

PROPOSAL

Date: _____ State: _____
Affiant

BIDDER'S AFFIDAVIT

STATE OF _____ }

COUNTY OF _____ }

being duly sworn, deposes and says that he resides at

and that he is the _____

of _____

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, and effective March 8, 1977.

Affiant

Subscribed and Sworn to before me this _____ day

of _____, 20_____.

PROPOSAL

AFFIRMATIVE ACTION REQUIREMENTS

A. This contract is subject to and all bidders are required to comply with the requirements of P.L. 1975, C. 117, an act relating to Affirmative Action.

B. The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 117, including NJAC 17:27 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of PL 1975, C 117.

PROPOSAL

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

PART 1

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 (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property 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 Authority 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

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 box below.

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

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 Authority 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 Authority to notify the Authority in writing of any changes to the answers or 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 Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

TITLE: _____ DATE: _____

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

THIS AGREEMENT made and executed this _____ day of December, 2015 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A. 40:14B-1 et seq., hereinafter referred to as "The Authority, and _____ hereinafter referred to as "The Supplier", for the two-year period beginning on January 1, 2016 through December 31, 2017.

WITNESSETH:

1. The supplier, having been designated by the Authority as the lowest, responsible bidder subsequent to the Authority's receipt of sealed bids on December 16, 2015 herewith covenants to furnish and deliver to the Authority the following material and quantities as contained in the Public Notice to Bidders and/or the specifications:

_____.

In consideration of the receipt of said material, the Authority agrees to pay the Supplier for the same at the following prices respectively:

Payment by the Authority shall be made after delivery and upon receipt by the Authority of an itemized statement and voucher from the Supplier for the materials delivered. The supplier recognizes that said payments will require the Authority approval at a public meeting and therefore agrees to submit his statement and voucher at least ten business days in advance of the next regular meeting of the Authority and to expect payment thereof within ten days after said meeting.

4. The Authority meets on the third Wednesday of each month and the Supplier may rely thereon in submitting for payment unless otherwise notified by the Authority.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

5. *The Supplier specifically covenants and warrants that the material in question is of good and merchantable quality and is fit for use by the Authority in its utility operation.*

6. *The Supplier and the Authority mutually agree that all of the terms and conditions set forth in the Notice to Bidders including but not limited to, the instructions to bidders and the specifications are hereby incorporated by reference and made a part of this Agreement as if fully set forth at length herein.*

7. *The Supplier covenants that in making delivery of the material it will comply with any existing governmental regulations.*

8. *This Agreement and the documents specifically incorporated by reference contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.*

9. *This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.*

10. *This Agreement shall not be assigned by either party without the prior written consent of the other.*

11. *Affirmation Action: The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.*

11. *American with Disabilities Act: The provisions of Exhibit "C" with respect to the AMERICANS WITH DISABILITIES ACT OF 1990 are specifically incorporated herein as a material provision of this contract.*

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ }

COUNTY OF _____ }

On this _____ day of _____, 20__, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____,

The corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

STATE OF _____ }

COUNTY OF _____ }

On this _____ day of _____, 20__, before me personally came and appeared _____ to me known to be one of the members of the firm of _____,

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

(SEAL)

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____}

COUNTY OF _____}

On this _____ day of _____, 20__, before me personally came and appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

(SEAL)

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS PL 1975, C. 117 (N.J.A.C. 17:27)

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 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 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, rate, creed, color, national origin, ancestry, marital status or sex;

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 worker's 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 pursuant to PL 1975, c. 117, as amended and supplemented from time to time.

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 PL 1975, c. 117, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, c. 117, as amended and supplemented from time to time.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

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.

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).

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT)

EXHIBIT "C"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability 42 U.S.C. S11101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S11101 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 thereunto, 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 grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings 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.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

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