

DEPARTMENT OF ENGINEERING AND PLANNING



**PURCHASE AND DELIVERY OF
WASTOP INLINE CHECK VALVES OR EQUIVALENT
AT**

Neptune Township Department of Public Works

2201 Heck Avenue

**TOWNSHIP OF NEPTUNE
MONMOUTH COUNTY - NEW JERSEY**

TOWNSHIP COMMITTEE

Nicholas Williams, Mayor
Keith Cafferty, Deputy Mayor
Dr. Michael Brantley
Robert Lane Jr.
Tassie York

Gina LaPlaca, Business Administrator
Gariella Siboni, Clerk
Michael Bascom, CMFO

Bid Date: August 10, 2022

Terence M. Vogt, PE
New Jersey P.E. License No. 33773

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Mayor and Committee Members of the Township of Neptune for the project entitled "Purchase and Delivery of WASTOP Inline Check Valves or Equivalent" in the Township of Neptune, Monmouth County, NJ," at the Municipal Building at 25 Neptune Boulevard, Neptune, NJ at 11:00 a.m. prevailing time on August 10, 2022, at which time they shall be open and read aloud.

Work shall consist of off-site fabrication and delivery of "WASTOP Inline Check Valves" or approved equal. The successful bidder will be required to deliver the product defined under the contract within 21 calendar days forward from the date of the Commencement of Contract or as otherwise agreed upon.

The plans, specifications and other contract documents for the proposed work, prepared by Neptune Township, may be examined at the office of the Engineer during business hours. Bidders may obtain one copy thereof upon proper notice and payment of a non-refundable charge of \$25.00 to defray the printing cost thereof. Checks shall be written to the order of Township of Neptune, for each set of documents.

Bids must be made on the standard proposal form in a manner designated therein and required by the specifications. They shall be enclosed in an opaque sealed envelope addressed to the Mayor and Committee of the Township of Neptune, bearing on the outside the name of the bidder, his address and the name of the contract for which the bid is submitted. Bids must be accompanied by a certificate from a surety company stating that it will provide the specified performance and maintenance bonds in the event that the contract is awarded to the bidder.

Each bid must be accompanied by a certified check, cashier's check, or bid bond for ten percent of the amount of the bid, drawn on an incorporated bank or trust company, payable to the Township of Neptune, as guarantee that in case the contract is awarded the bidder, he will, within ten days thereafter execute such contract and furnish satisfactory performance bond if applicable. Upon failure to do so, he shall forfeit the deposit as a partial satisfaction of liquidated damages and the acceptance of the bid will be contingent upon fulfillment of this requirement by the bidder. The checks of all bidders will be returned according to law. No interest shall be allowed upon any such check.

Bidders are required to comply with all applicable Laws and Regulations including P.L. 1975, C.127 (Affirmative Action) P.L. 1999, C.238 (Public Works Contractor Registration) and P.L. 1963, C. 150 (Prevailing Wages). The Contract shall be awarded, or all bids rejected, within sixty days from the receipt of bids within such extensions of time as permitted by law.

The Mayor and Committee reserve the right to reject any and all bids, or to waive any informality of any bid.

Gabriella Siboni
Municipal Clerk

INSTRUCTION TO BIDDERS

1. **OWNER:** Township of Neptune
2. **WORK TITLE:** Purchase and Delivery of WASTOP Inline Check Valves or Equivalent
3. **DELIVERY SITE:** Department of Public Works – 2201 Heck Avenue, Neptune, NJ 07753
4. **WORK DESCRIPTION:** Fabrication and delivery of valves and all else necessary and incidental hereto.
5. **TOWNSHIP ENGINEER and PUBLIC WORKS DIRECTOR:**

TOWNSHIP ENGINEER: WILLIAM SCHWARZ, PE
TELEPHONE: (732) 897-4162

PUBLIC WORKS DIRECTOR: DAVE MILMOE
TELEPHONE: (732) 775-8797

6. **CONTRACT DOCUMENTS:**

Paper Contract Documents may be examined, and/or purchased at \$25.00 per set , Monday through Friday, except legal holidays, from 8:00 AM to 4:00 PM, prevailing time, at the Engineer's address – 2201 Heck Avenue, Neptune, NJ 07753. No refunds will be made.

7. **USE OF CONTRACT DOCUMENTS:**

Contract Documents are available solely for the purpose of obtaining Bids and not to confer a license or grant for any other purpose.

8. **PRE-BID MEETING:** None

Date: NOT APPLICABLE
Time: NOT APPLICABLE
Location: NOT APPLICABLE

9. **BID GUARANTEE:**

Bid Guarantee is required in an amount not less than ten (10) percent of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars (\$20,000).

10. CONSENT OF SURETY:

A certificate is required from a surety company stating that it will provide bonds in the form and amounts as stated in the Contract Documents.

11. SUBMISSION OF BIDS:

Bids shall be placed in sealed envelopes and must be received by Owner prior to the Date and Time indicated for Public Bid Opening and Reading in Paragraph #12. No Bids will be received after the indicated Date and Time. Bidders may either:

(a) Mail Bids to: Township of Neptune
Attn: Engineering Department
2201 Heck Avenue
Neptune, NJ 07753

(b) Hand deliver to: Township of Neptune
Attn: Engineering Department
2201 Heck Avenue
Neptune, NJ 07753

12. PUBLIC BID OPENING AND READING:

Date: **August 10, 2022**
Time: **11:00 AM, Prevailing Time**
Location: **Neptune Municipal Building, 25 Neptune Boulevard, Neptune, NJ 07753**
Upstairs Committee Room

13. STATUTORY REQUIREMENTS:

Bidders are required to comply with all applicable Laws and Regulations including P.L. 1975, C.127 (Affirmative Action) P.L. 1999, C.238 (Public Works Contractor Registration) and P.L. 1963, C. 150 (Prevailing Wages).

14. REJECTION OF BIDS:

Owner reserves the right to reject any or all Bids and to waive any immaterial defect or informality in any Bid, if deemed in the best interest of Owner.

BY ORDER OF Township of Neptune

INSTRUCTIONS TO BIDDERS

1. Contract Documents

1.1 Bidder may: (a) contact Engineer/Marina Supervisor if the Contract Documents obtained by Bidder are not complete as listed on the Title Page; (b) notify Engineer in writing of questions regarding the Contract Documents; and (c) contact Engineer to verify the number, if any, of Addenda issued after the Issue Date of Contract Documents.

1.2 Bidder may contact Engineer/Marina Supervisor to request of copy of the prevailing wage determination made for the Work by the New Jersey Department of Labor at or about the Issue Date of the Contract Documents. In accordance with the Agreement in the Contract Documents, applicable rates are those in effect on the date of the Notice of Award.

1.3 Bidder may: (a) examine reports and drawings regarding subsurface and physical conditions, and hazardous environmental condition at Site, if listed in the Schedule of Reports and Drawings in the Supplementary Conditions; (b) make independent investigations regarding Underground Facilities since Owner and Engineer are not responsible for accuracy and completeness of information in the Contract Documents regarding Underground Facilities; and (c) contact Engineer/Marina Supervisor to arrange Site inspections subject to the understandings: that Bidder shall indemnify and hold harmless Owner and Engineer from claims arising from Bidder's inspections; and that information and representations obtained during inspections of the Site are not a part of the Contract Documents.

1.4 In accordance with N.J.A.C. 40A:11-23, notice of revisions or addenda to advertisements or bid documents shall be provided no later than seven (7) days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.

2. Bid Form and Supplements

2.1 Bidder must complete all information required on the Bid Form and Bid Form Supplements, in accordance with instructions thereon, responsively, without conditions, and handwritten in ink or typewritten.

3. Schedule of Prices

3.1 Bidder must complete all entries required on the Schedule of Prices responsively, without conditions, and handwritten in ink or typewritten.

3.2 Bidder, with regard to Work to be defined in the Agreement, must understand that Pay Items may be classified solely for Bid purposes as follows: (a) all Basic Pay Items will be included in the Work; (b) any, all, or none of the Optional Pay Items may be included in the Work; and (c) one or none in each category of Alternate Pay Items may be included in the Work.

3.3 Bidder must understand: (a) that Pay Items are designated as Lump Sum Work or Unit Price Work; (b) that the unit of measurement and the number of units are listed for Unit Price Work; and (c) that the number of units is an estimate solely for Bid purposes and payment will be based on quantities measured pursuant to the Contract Documents.

3.4 Bidder, for all Pay Items, must enter Bid prices in words, as is done typically in writing bank checks, and understand that these word entries shall govern over numerical entries calculated from Bid prices. New Jersey State Sales and Use Taxes should not be included in Bid prices since Owner is a public body and exempt from these taxes.

3.5 Bidder, for all Pay Items, must extend amounts for Lump Sum Work as numerical entries in the same amount as the word entry; and for Unit Price Work as numerical entries in amounts calculated as the word entry multiplied by the number of units indicated. These entries of Amount are subject to verification by the Owner based on word entries.

3.6 Bidder must make a numerical entry of the Total Bid Amount calculated as the sum of the following: (a) all Basic Pay Items; (b) if applicable, all Optional Pay Items; and (c) if applicable, Alternative Pay Items in each category with the highest price. The entry for Total Bid Amount is subject to verification by the Owner based on word entries.

4. Bid Submission.

4.1 Bidder must submit only the completed and executed Bid Form and Bid Form Supplements. The submittal shall not include the bound Contract Documents or Drawings listed on the Title Page. Bidder must understand and accept the bound Contract Documents and Drawings, although not returned with the Bid Form and Bid Form Supplements are incorporated with the Bid as if made a part thereof.

4.2 Bidder must place Bid Form and Bid Form Supplements in an opaque envelope, which must be sealed, and marked outside with the name of Owner, the title of Work, and the name and address of Bidder. Bidder may either: (a) hand deliver the opaque envelope to Owner; or (b) mail or otherwise send the opaque envelope to Owner, in which case the opaque envelope must be enclosed in an outer envelope and addressed to the Owner with the notation "Bid Enclosed". Addresses for hand delivery and mailing are given in the Invitation to Bid.

4.2.A According to N.J.S.A. 34:11-56.48, public works projects are any construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general or a public institution. Excluded are pumping stations, treatment plants or other facilities associated with utility and environmental work. For such projects the Bidder must provide a valid Public Works Contractor Registration Certificate issued by the N.J. Department of Labor. Failure to furnish the required Registration Certificate at the time of bid is a mandatory cause for the rejection of the bid.

"Public Work" means construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part of the funds for the public body, except work performed under a rehabilitation program. "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into the contract:

- a. Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body, and
- b. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

4.4 According to N.J.S.A. 34:11-56.55, each Contractor shall, after bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all Subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

4.5 In accordance with N.J.S.A. 40A:11-33-34, any person who makes or causes to be made, a false, deceptive or fraudulent statement shall be subject to the penalties described therein, which may include fines, imprisonment, and permanent disqualification from bidding on public work.

5. Bid Withdrawal or Modification.

5.1 Bidder, prior to Public Bid Opening and Reading, may withdraw or modify Bid by a notification to Owner signed and delivered as required for the Bid, and with the notation "Bid Withdrawal" or "Bid Modification", as applicable, on the opaque envelope and on the outer envelope if applicable.

6. Public Bid Opening and Reading

6.1 Owner, at Public Bid Opening and Reading, will receive the Bids publicly, unseal the Bids publicly, and announce and record the Bid prices publicly, in the presence of any Bidders or their agents who are present at the Public Bid Opening and Reading.

6.2 Owner will not receive Bids after the time set forth for Public Bid Opening and Reading in the Invitation to Bid.

7. Bid Disposition.

7.1 Owner, within ten (10) days after Public Bid Opening and Reading, Sundays and holidays excepted, will take one of the following actions: (a) reject all Bids and return Bid Security to all Bidders; or (b) identify the three (3) apparent lowest responsible Bidders and return Bid Security to the remaining Bidders.

7.2 Owner, in identifying the apparent lowest responsible Bidders, will make determinations as follows: (a) reject Bids that are conditional, non-responsive, or fail to comply with the Contract Documents; (b) reject Bids with obviously unbalanced entries in the Schedule of Prices; and (c) reject Bids where reasonable inquiries by Owner reveal that Bidder does not have the ability to perform in accordance with the Contract Documents.

7.3 Owner, no more than sixty (60) days after Bid Opening, will either reject remaining Bids and return Bid Security thereof, or issue to the apparent lowest responsible Bidder (hereinafter "Successful Bidder") a Notice of Award.

8. Notice of Award

8.1 The Notice of Award, if issued, will be in the form and incorporate the provisions set forth in the Notice of Award incorporated in the Contract Documents.

8.2 The Agreement issued with the Notice of Award will be in the form and incorporate the provisions set forth in the Agreement incorporated in the Contract Documents. In addition, the Agreement will incorporate appropriate language for Articles noted "To Be Completed with Issuance of Notice of Award".

9. Successful Bidder's Obligations

9.1 Successful Bidder within fourteen (14) days, Sundays and holidays excepted, after receiving the Notice of Award shall deliver to Owner four (4) copies of each of the following: signed Agreement, Construction Performance Bond, Construction Payment Bond, Surety Disclosure Statement, Certification of Authority, Certificate of Insurance, and Affirmative Action Evidence.

9.2 Failure by Successful Bidder to sign the Agreement containing the mandatory affirmative action language set forth in Exhibit B of the Agreement shall be deemed failure to furnish a signed Agreement, and thereby grounds for forfeiture of Bid Security.

9.3 Failure by Successful Bidder to provide a Construction Performance Bond in the amount and under the terms specified in the Contract Documents may be deemed failure to furnish the required Construction Performance Bond, and thereby grounds for forfeiture of the Bid Security.

9.4 Failure by Successful Bidder to provide a Construction Payment Bond in the amount and under the terms specified in the Contract Documents may be deemed failure to furnish the required Construction Payment Bond, and thereby grounds for forfeiture of the Bid Security.

9.5 Failure of Successful Bidder to provide a Surety Disclosure Statement in conjunction with Performance and Payment Bonds in the form set forth in N.J.S.A. 2A:44-143d may be deemed failure to furnish the required Security Disclosure Statement and thereby grounds for forfeiture of Bid Security.

9.6 Failure of Successful Bidder to provide a Certification of Authority in conjunction with Performance and Payment Bonds as issued by the Commissioner of the Department of Insurance may be deemed failure to furnish the required Certificate of Authority and thereby grounds for forfeiture of Bid Security.

9.7 Failure by Successful Bidder to provide a Certificate of Insurance listing the coverage's and limits of liability specified in the Schedule of Insurance Requirements in the Supplementary Conditions may be deemed failure to furnish the required Certificate of Insurance, and thereby grounds for forfeiture of the Bid Security.

9.8 Failure by Successful Bidder to provide evidence of an existing approved or sanctioned Affirmative Action Program, or evidence of submission of an appropriate form to the New Jersey Affirmative Action Office on or before the date Successful Bidder signs Agreement, may be deemed failure to furnish the required Affirmative Action Evidence, and thereby grounds for forfeiture of the Bid Security.

9.9 Successful Bidder must submit their Initial Project Workforce Report (Form AA201) to the Owner or public agency awarding the contract and the Department of the Treasury Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Office. The Initial Project Workforce Report will be made available to the contractor by the Owner or public agency awarding the contract. A contractor's bid must be rejected as non-responsive if the successful contractor fails to submit the Initial Project Workforce Report within the time specified.

9.9 (a) In the event Bidder does not have evidence of an existing approved or sanctioned Affirmative Action Program, Bidder should complete Form AA-201 (copy enclosed) and retain one copy; submit two (2) copies to the Division of Contract Compliance and Equal Employment Opportunity Office and obtain a receipt thereof; and submit one (1) copy to the Owner as evidence of Affirmative Action, with a copy of the delivery receipt from the Division of Contract Compliance and Equal Employment Opportunity Office. Bidder should verify this initial procedure, and Contractor's monthly reporting requirements, with the Division of Contract Compliance and Equal Employment Opportunity Office at the following address:

New Jersey Department of Treasury
Division of Contract Compliance and Equal Employment
Opportunity in Public Contracts
P.O. Box 209
Trenton, NJ 08625-0209

(609) 292-9550

9.10 Failure by the Successful Bidders to provide a copy of its New Jersey Department of Labor Contractor Registration Certificate pursuant to N.J.S.A. 34:11-56.51 may be deemed failure to furnish the required NJDOL Contractor Registration Certificate and thereby grounds for forfeiture of Bid Security.

9.10 (a) Prior to award of a contract, the Successful Bidder must furnish NJDOL Contractor Registration Certificates for any and all subcontractors and sub-subcontractors, listed and not listed in "Bid Form Supplement D – List of Subcontractors". Failure by the Successful Bidder to provide a copy of all subcontractors' NJDOL Contractor Registration Certificates pursuant to N.J.S.A. 34:11-56.51 may be deemed failure to furnish the required subcontractors' NJDOL Contractor Registration Certificate and thereby grounds for forfeiture of Bid Security.

10. Forfeiture of Bid Security

10.1 Owner may declare Successful Bidder's Bid abandoned, annul Successful Bidder's Notice of Award; and declare Successful Bidder's Bid Security forfeited unconditionally, as liquidated damages and not as a penalty, if fifteen (15) days, Sundays and holidays excepted, after receiving the Notice of Award, the Successful Bidder has failed to deliver to Owner four (4) copies of each of the following: signed Agreement, Construction Performance Bond, Construction Payment Bond, Surety Disclosure Statement, Certificate of Authority, Certificate of Insurance, and Affirmative Action Evidence.

11. Owner's Execution of Agreement

11.1 Owner, within seven (7) days, Sundays and holidays excepted, after receiving from the apparent lowest responsible Bidder the signed Agreements and required attachments thereto will: (a) return Bid security; and (b) deliver to the Contractor one executed counterpart of the Contract Documents incorporating Owner's execution of the Agreement which establishes the Effective Date of Agreement.

12. Remaining Bidders

12.1 Owner, within three (3) days, Sundays and holidays excepted, following execution of the Agreement, will return Bid Security to the remaining Bidders.

13. Completion Time

13.1 Bidders are hereby advised that work shall be completed and ready for final payment within 21 days from the commencement of Contract Time or as otherwise agreed upon.

BID FORM

OWNER: **Township of Neptune**

WORK TITLE: **Purchase and Delivery of WASTOP Inline Check Valves or Equivalent**

BIDDER: _____

(Enter Bidder's legal name and address)

1. Documents. Bidder understands Consent of Surety and accepts all provisions of the Contract Documents.
2. Bid Form Supplements. Bidder encloses herewith the following executed Bid Form Supplements: Bid Guarantee, Consent of Surety, Statement of Corporate Ownership, List of Subcontractors, and Acknowledgement of Receipt of Changes to Contract Documents, Non-Collusion Affidavit, Contractor's Experience Statement and Bid Document Submission Checklist.
3. Schedule of Prices. Bidder encloses herewith a completed Schedule of Prices in accordance with the Instructions to Bidders Section of this document.
4. Communications. Bidder requests that communications regarding this Bid be addressed as follows:

Name: _____

Address: _____

Telephone: _____

Fax: _____

5. Signature. Bidder executes this Bid by signature of the person or persons authorized to sign for the Bidder.

SIGNATURE: _____

Name (printed): _____

SIGNATURE: _____

Name (printed): _____

Date: _____

BID FORM SUPPLEMENT A
BID GUARANTEE
(As Required by N.J.S.A. 40A: 11-21)

OWNER: **Township of Neptune**

WORK TITLE: **Purchase and Delivery of WASTOP Inline Check Valves or Equivalent**

BIDDER'S LEGAL NAME: _____

INSTRUCTIONS:

(1) Bidder must calculate Bid Guarantee at ten (10) percent of the Total Bid Amount shown by Bidder in the Schedule of Prices. The maximum required Bid Security shall be Twenty Thousand Dollars (\$20,000).

(2) Bidder must make Bid Guarantee payable to Owner either in the form of a certified check, cashier's check, or Bid Bond issued by a surety authorized to do business in state where the work is to be performed.

(3) A Bid Bond must incorporate the following information and provisions:

Surety Name and Address
Owner (Same as in Invitation to Bid)
Work Title (Same as in Invitation to Bid)
Bidder (Same as in Bid Form)
Penal Sum (Amount as required in Contract Documents)
Default (According to Contract Documents)
Payment (According to Contract Documents)

(4) Bidder, and Surety when a Bid Bond is submitted, must understand and accept all provisions regarding forfeiture of Bid security as set forth in the Instructions to Bidders.

(5) Bidder must understand and accept that any departure in the required amount of Bid Guarantee from the amount calculated as specified in the Contract Documents, or any departure in the provisions incorporated in a Bid Bond from the provisions specified in the Contract Documents, shall be grounds for rejection of the Bid.

Bidder must check and initial one of the following:

_____ Bidder has affixed hereto a certified check.

_____ Bidder has affixed hereto a Bid Bond.

BID FORM SUPPLEMENT B (not applicable)
CONSENT OF SURETY
(Pursuant to N.J.S.A. 40A: 11-22)

_____ (Hereinafter "Surety"),

Authorized to do business in state where work is to be performed, hereby agrees that if

(Enter Bidder same as in Bid Form) ,

(Hereinafter "Bidder") is issued a Notice of Award by Township of Neptune for Purchase and Delivery of WASTOP Inline Check Valves or Equivalent.

Surety will provide Bidder with a Construction Performance Bond and a Construction Payment Bond in the forms and in the amounts as required by the Contract Documents.

Dated: _____

BY: _____

_____, Attorney-in-Fact

BID FORM SUPPLEMENT C
STATEMENT OF CORPORATE OWNERSHIP
(Pursuant to N.J.S.A. 52:25-24.2)

OWNER: **Township of Neptune**

WORK TITLE: **Purchase and Delivery of WASTOP Inline Check Valves or Equivalent**

If Bidder is a proprietorship, check here _____ and do not complete this statement, which applies only to corporations and partnerships [N.J.S.A. 52:25-24.2].

Bidder hereby sets forth the names and addresses: (a) of all stockholders in the corporation or partnership submitting the Bid who owns 10 percent or more of its stock of any class; or (b) of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, as the case may be, shall also be listed.

NAME OF CORPORATION OR PARTNERSHIP: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

If additional sheets are necessary, complete the following: _____ additional sheets are attached hereto and made a part of this Statement of Corporate Ownership.

BID FORM SUPPLEMENT D
LIST OF SUBCONTRACTORS

Requested by
THE LOCAL PUBLIC CONTRACT LAW
N.J.S.A. 40A: 11-16 and P.L. 1997, Chapter 408

Township of Neptune
BID OPENING DATE August 10, 2022

Work Title: Purchase and Delivery of WASTOP Inline Check Valves or Equivalent

CONTRACTOR: _____

Name Under Which Subcontractor Licensed	License No.	N.J. Dept. of Labor Certificate No.	Address of Office Mill or Shop	Specific Description of Subcontract	Percent of Contract	Price Quote to be Awarded to Subcontractor

I, _____ certify that the price quotes submitted above will be awarded to each
(NAME OF CONTRACTOR)
Subcontractor should I be awarded the Contract.

NAME: _____

ADDRESS: _____

SIGNED BY: _____

BID FORM SUPPLEMENT E
ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO CONTRACT DOCUMENTS

Township of Neptune

Work Title: Purchase and Delivery of WASTOP Inline Check Valves or Equivalent

Pursuant to N.J.A.C. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidder shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

DATE: _____

BID FORM SUPPLEMENT F
NON-COLLUSION AFFIDAVIT

OWNER: **Township of Neptune**

WORK TITLE: **Purchase and Delivery of WASTOP Inline Check Valves or Equivalent**

The undersigned, of full age, being duly sworn according to law on my oath depose and say: that I am of the firm making the Bid; that I executed the Bid with full authority to do so; that 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 Work; and that all statements contained in the Bid and in this affidavit are true and correct, and made with full knowledge that Owner relies upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in an award of a contract for the Work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder in accordance with N.J.S.A. 52:34-15.

Signature: _____

Name (printed): _____

Bidder (printed): _____

Subscribed and sworn to
before me this ___ day
of _____ 2011__.

NOTARY PUBLIC of
My commission expires _____, 2011__.

**BID FORM SUPPLEMENT I
BID DOCUMENT SUBMISSION CHECKLIST**

Township of Neptune

Work Title: Purchase and Delivery of WASTOP Inline Check Valves or Equivalent

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
X	A Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Form Supplement A)	
N/A	A Certificate from a Surety Company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Bid Form Supplement B)	N/A
X	A Statement of Corporate Ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Bid Form Supplement C)	
X	A List of Subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Bid Form Supplement D)	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) (Bid Form Supplement E)	

**B. Failure to submit the following documents and/or requirements may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X	Submission of a Non-Collusion Affidavit (this form must be Notarized) (Bid Form Supplement F)	X	TOTAL BID AMOUNT stated in figures and in writing, as per the Instructions To Bidders section of this document.
X	Contractor's Experience Statement (Bid Form Supplement G)	X	All forms signed, initialed, certified, and notarized as required
X	Copy of Contractor's and subcontractors Business Registration pursuant to <u>N.J.S.A. C.52:32-44</u> (P.L. 2004, c.57)	X	Public Works Contractor Registration Certificate(s) from the NJDOL for Contractor and for Listed Subcontractors pursuant to <u>N.J.S.A. 34:11-56.48 et seq.</u>
X	State of New Jersey – Division of Purchase and Property - Disclosure of Investment Activities in Iran (Bid Form Supplement H)		

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

SCHEDULE OF PRICES

OWNER: **Township of Neptune**

WORK TITLE: **Purchase and Delivery of WASTOP Inline Check Valves or Equivalent**

Bidder proposes to complete the Work in accordance with the Contract Documents at the prices set forth in this Schedule of Prices.

BASE BID

Pricing for all WASTOP Inline Check Valves or Equivalent will be per UNIT. Delivery shall be F.O.B. to the Neptune Township Department of Public Works, 2201 Heck Avenue, Neptune, NJ 007753 or as otherwise directed by the Township. Unit prices shall include all shipping and handling costs.

WASTOP 18" Diameter Inline Check Valve

Required Qty.—Two (2)

Unit Price: \$ _____

Total Price: \$ _____

WASTOP 24" Diameter Inline Check Valve

Required Qty.—Two (2)

Unit Price: \$ _____

Total Price: \$ _____

WASTOP 28" Diameter Inline Check Valve

Required Qty.—Two (2)

Unit Price: \$ _____

Total Price: \$ _____

WASTOP 36" Diameter Inline Check Valve

Required Qty.—One (1)

Unit Price: \$ _____

Total Price: \$ _____

TOTAL PRICE FOR SEVEN (7) TIDE VALVES: _____

END OF SCHEDULE

Note to Bidder: The apparent lowest responsible Bidders will be determined by Owner from the sum of prices Bid for all Basic Pay Items, plus, if applicable, those Alternate Pay Items selected by Owner.

AGREEMENT

In conjunction with Purchase and Delivery of WASTOP Inline Check Valves or Equivalent (Hereinafter "Work Title")

THIS AGREEMENT by and between: Township of Neptune, 25 Neptune Boulevard, Neptune, NJ 07754 (hereinafter "OWNER")

And _____ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. Defined Terms. Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.
2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.
3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.
4. Contract Documents. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.
5. Work. Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices, which includes the Basic and Alternate Pay Items.
6. Notice to Proceed. Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.
7. Commencement of Contract Time. Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.
8. Contract Times. Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:
 - (a) Substantial Completion. No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.
 - (b) Final Payment. The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions within 90 days from the commencement of Contract Time.
9. Contract Price. Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is
10. Retainage. Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage hereby is established as follows: Two (2) Percent if the Contract Price Exceeds One Hundred Thousand Dollars (\$100,000); or Ten (10) percent if the Contract Price is One Hundred Thousand Dollars (\$100,000) or less.

11. Progress Payments. Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents.
12. Damages. Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars(\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.
13. Prevailing Wages. Pursuant to New Jersey statutory requirements (P.L. 1963, C. 150), a wage determination for the Work in effect on the date of the Notice of Award and made by the New Jersey Department of Labor is made a part of this Agreement by reference and shall apply as if set forth herein at length. ENGINEER shall request the aforementioned wage determination, maintain it on file during the Work, and provide a copy to the CONTRACTOR upon request.
14. Mandatory Affirmative Action Language. CONTRACTOR and all subcontractors shall comply with the provisions of P.L. 1975, C.127 and the regulations adopted thereunder, and specifically agree to comply with the terms and conditions of Exhibit B Mandatory Affirmative Action Language which is attached hereto and made a part of the Contract Documents.
15. Construction Contract Reports. Pursuant to Exhibit B Mandatory Affirmative Action Language, and rules and regulations related thereto, CONTRACTOR shall complete and submit monthly project manning reports as prescribed by the Affirmative Action Office.
16. ENGINEER. Pursuant to paragraph 1.01.A.19 of the General Conditions, Engineer is as named as follows: Leanne R. Hoffmann, PE, PP, CME, a New Jersey Professional Engineer employed by the Township of Neptune.
17. Engineer's Consultant. Pursuant to paragraph 1.01.A.20 of the General Conditions, Engineer's Consultant is named as follows: None
18. Prohibition on Assignment. CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the OWNER.
19. Permits. Pursuant to Supplementary Condition 6.08A of the General Conditions, CONTRACTOR is responsible to obtain all permits required for the work except for the following: None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

CONTRACTOR:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Signature Date: _____

OWNER:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Effective Date of the Agreement: _____

SUPPLEMENTARY CONDITIONS
SCHEDULE OF INSURANCE REQUIREMENTS

Paragraphs of the General Conditions and Supplementary Conditions indicated below are supplemented to require that insurance shall be written for the greater of: (a) coverages and limits of liability required by Laws and Regulations; or (b) not less than the coverages and limits of liability set forth below.

Workers Compensation and Employers Liability, under paragraph 5.04.A.1 and 5.04.A.2 of the General Conditions, with coverages and limits of liability as required by Laws and Regulations.

General Liability, under paragraphs 5.04.A.3 through A.5, inclusive, and paragraph 5.04.B.4 of the General Conditions, with coverages including comprehensive form, premises/operations, underground explosion & collapse hazard, products completed operation, contractual, independent contractors, broad form property damage, and personal injury with limits of liability as follows:

Bodily Injury and Property Damage
\$2,000,000 combined occurrence
\$2,000,000 combined aggregate

Automobile Liability, under paragraph 5.04.A.6 of the General Conditions, with coverages including bodily injury and property damage combined with the same limits of liability as for General Liability.

Additional Insureds, under paragraph 5.04.B.1 of the General Conditions, shall be named as follows: (a) OWNER, ENGINEER, and ENGINEER's CONSULTANT as defined by name in the Agreement.

Property Insurance, under paragraph SC-5.06.A of the Supplementary Conditions, with coverages including Builder's Risk "all-risk" with limits in the amount of the Contract Price.

Boiler Insurance, under paragraph SC-5.06.B of the Supplementary Conditions, with coverages and limits as follows: NOT APPLICABLE.

SUPPLEMENTARY CONDITIONS
SCHEDULE OF REPORTS AND DRAWINGS

Copies of reports and drawings not part of the Contract Documents and listed below may be examined at the office of the Engineer at the address and during the hours set forth for Examination of Contract Documents in the Invitation to Bid.

Subsurface Conditions. Pursuant to paragraph 4.02 of the General Conditions, ENGINEER used the reports of subsurface conditions at the Site which are listed below according to date, title, preparer, and number of pages; and a description of "technical data" upon which CONTRACTOR may rely.

NOT APPLICABLE

Physical Conditions. Pursuant to paragraph 4.02 of the General Conditions, ENGINEER used the drawings of physical conditions relating to existing surface and subsurface structures (except Underground Facilities) at or contiguous to the Site which are listed below according to date, title, preparer, and number of sheets. Unless otherwise indicated below, all of the information on these drawings constitutes "technical data" upon which CONTRACTOR may rely.

NOT APPLICABLE

Hazardous Environmental Condition at Site. Pursuant to paragraph 4.06 of the General Conditions, ENGINEER used the reports of hazardous environmental condition at the Site which are listed below according to date, title, preparer, and number of pages; and a description of "technical data" upon which CONTRACTOR may rely.

NOT APPLICABLE.

SUPPLEMENTARY CONDITIONS
SCHEDULE OF DISPUTE RESOLUTION

SC-16.02 Mediation

- A. OWNER and CONTRACTOR agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation by the American Arbitration Association [prior to either of them initiating against the other a demand for arbitration pursuant to paragraph SC-16.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in paragraphs SC-16.03.B and 16.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation.] The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SC-16.03 Arbitration

- B. All Claims or counterclaims, disputes, or other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) not resolved under the provisions of paragraph SC-16.02 will be decided by binding arbitration in accordance with the American Arbitration Association then obtaining, subject to the limitations of this paragraph SC-16.03. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.09 will be made until the earlier of: (i) the date on which ENGINEER has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to ENGINEER if written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 10.05; and the failure to demand arbitration within said 30 day period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

- D. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the 30 day period specified in paragraph SC-16.03B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.
- E. Except as provided in paragraph SC-16.03.E, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including ENGINEER, and ENGINEER's Consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. The inclusion of such or other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
 3. the written consent of the other individual or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- F. Notwithstanding paragraph SC-16.03.D, if a Claim or counterclaim, dispute, or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontract required by paragraph 6.06.G a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph SC-16.03.E nor in the provisions of such subcontract consenting to joinder shall create any claim, right, or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultant that does not otherwise exist.
- G. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation 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 for the 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 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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.

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or

sex, 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 Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

STANDARD BID DOCUMENT REFERENCE	
Reference: None	
Name of Form:	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS
Statutory Reference:	N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Instructions Reference:	Statutory and Other Requirements
Description:	Exhibit B of Bid Specification

Exhibit B of the model Instructions to Bidders and Statutory Requirements is the current and complete mandatory language for construction bid specifications and contracts.

The document is the mandatory language for construction bid specifications and contracts pursuant to N.J.A.C. 17:27-3.5, and the mandatory bid specification and contract language for employment goal compliance for construction contracts at N.J.A.C. 17:27-3.7. A complete review of both rule provisions is recommended.

(REVISED 3/07)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION 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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 three business days of the contract award, seek assurances 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 rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor 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 goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce 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, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women 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 in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least

possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, 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 arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Neptune, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative 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 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 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.

TECHNICAL SPECIFICATIONS

PURCHASE AND DELIVERY OF WASTOP INLINE CHECK VALVES OR EQUIVALENT

PART 1: GENERAL

1.1 DESCRIPTION

Work shall consist of off-site fabrication and delivery of "WASTOP Inline Check Valves" or approved equal.

1.2 SUBMITTALS

- A. Submit Product Literature information on the performance and operation of the valve, materials of construction, dimensions and weights, elastomer characteristics, flow data, headloss data, and pressure ratings.
- B. Provide shop drawings that clearly identify the valve dimensions, interior diameter and outside diameter for each valve.
- C. Manufacturer shall provide installation and reference lists for existing valves of similar size and type to the project scope.

1.3 QUALITY ASSURANCE

- A. WASTOP AB has a quality assurance program to verify that the check valves fulfill the specified backpressure, capabilities, opening and closing pressure. All Wastop inline check valves are quality tested prior to delivery. The manufacturer shall have at least 15 years' experience designing and manufacturing of WaStop® style inline membrane check valves.
- B. Documented head loss tests for the sizes NPS 12", 16", 24", 40" and 60" are to be provided by the manufacturer. These are to be tested by third-party performed by a hydraulic testing institute.
- C. Check Valves shall be tested and certified according to the European standard EN 13564-1:2002 for anti-flooding devices where applicable.
- D. Manufacturer shall have designed, fabricated and have at least four (4) current installation of an elastomeric in line check valve in the 72" size. Manufacturer must provide documentation, including project name, location, and references.
- E. Manufacturer shall have over 10 years of field installations. Manufacturer must provide documentation including project name, location, and references installations upon request.

1.4 PRODUCTS

- A. Function
 - 1. Wastop® inline check valves should be designed to operate in installation using flanges, flat irons, slide muffs, joint couplings, or custom-made brackets. The check valve should be able to be installed on an inlet, or outlet, vertically, horizontally, inside existing pipes, or between two pipes. The housing of the valve should be of stainless steel and less than or equal to 3mm (0,12") thick.

The membrane should be conical and should be attached to the housing along the top of the membrane, and the outlet side of the housing, allowing maximum flow through the membrane.

2. The check valve should have a pulsating flow, opening and closing at the specific levels specified in the technical specification.
3. When the pressure on the upstream side of the valve exceeds the opening pressure, the valve opens and allow flow through the valve. At a predetermined pressure, the valve closes, leaving a pre-determined level of water upstream and prevent the upstream pipe drying out.

1.5 INSTALLATION

- A. Installation shall be conducted according to the manufacturers' written instructions. All valves shall be marked with a unique serial number and flow direction reference.

1.6 MANUFACTURER

- A. All valves shall be of Wastop® type and manufactured by WAPRO AB, Sweden. Manufacturers name, model number, description and serial number shall be marked on the check valve.

1.7 CONSTRUCTION

1.7.1 Housing/Tube:

Rolled sheet metal or press detail, (EN1.4404/AISI 316)

1.7.2 Membrane:

Polyurethane (PU) – moulded eccentric conical membrane

Silicone (MVQ) – pressure moulded conical membrane

1.7.3 Fixation Material:

Collar plate:

Stainless steel (EN1.4301/AISI 304 or EN1.4404/AISI 316)

Bracket:

Stainless steel (EN1.4301/AISI 304 or EN1.4404/AISI 316)

Nuts, bolts, and washers:

Stainless steel (EN1.4404 / AISI316)

Mounting tabs:

Stainless steel (EN1.4404 / AISI316)

1.7.4 Flanges:

Standard ANSI #150 or, Custom-made Stainless steel-EN1.4404/AISI 316

1.7.5 Mounting Tabs:

Stainless steel EN1.4404 / AISI316

1.7.6 Seal / Gasket:

CR, EPDM

1.8 DESIGN REQUIREMENTS

- 1.8.1 Inline check valve shall withstand up to 8 meters / 26' (7,25 psi) back pressure depending on the dimension and durometer of the membrane.
- 1.8.2 Inline check valve membrane shall be fully closed and sealed in the normal state when no flow of water/liquid occurs through the pipe.
- 1.8.3 Each inline check valve shall be labeled with flow direction and a unique serial number.
- 1.8.4 Inline check valve shall be reversible, allowing installation at inlet or outlet.
- 1.8.5 Inline check valve shall not allow the upstream pipe to empty completely.
- 1.8.6 The membrane shall theoretically only cover 10 % of the open area of the pipe when fully open.
- 1.8.7 Inline check valve shall not create a step inside the pipe greater than 6,35mm (1/4")
- 1.8.8 The membrane shall withstand abrasives such as sand, detritus and typical chemicals found in wastewater and shall be made of polyurethane (PU) or silicone (MVQ).
- 1.8.9 The Inline check valve membrane shall create a pulsating flow through the valve which flushes the pipe clean from debris such as sand, mud, sediment.
- 1.8.10 Inline check valve membrane shall be:
 - 1.8.10.1 - mounted in a stainless-steel housing that, during installation, is to be inserted as-is on site into an existing pipe, or.
 - 1.8.10.2 - mounted in a stainless-steel housing or in a PVC housing that, during installation, is to be installed as an intermediate pipe between two existing pipe ends with flexible couplings or flange installation.
 - 1.8.10.3 - Made of polyurethane (PU) or silicone and designed as one single eccentric conical membrane with radius all around its conical periphery (up to DN300 (NPS 12")).
 - 1.8.10.4 - inherently resistant to microbiological attack over long periods
 - 1.8.10.5 - resistant to oxygen, ozone, and UV light.
 - 1.8.10.6 - In line check valve shall not emit microplastics into the environment over the useful life of the valve.

PART 3: EXECUTION

3.1 INSTALLATION

- A. Installation will be completed by Neptune Township. Installation and operation manuals shall be provided to the Township.

3.2 MANUFACTURER'S CUSTOMER SERVICE

- A. Manufacturer's authorized representative shall be available for customer service during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.
- B. Manufacturer shall also make customer service available directly from the factory in addition to authorized representatives for assistance during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

PART 4: PRODUCT & DELIVERY

- A. Successful bidder will be notified and provided with a purchase order and Resolution of award for materials.
- B. Upon receipt of purchase order successful bidder will order materials and delivery to site shall be within sixty (21) days of receipt of purchase order and notice of award.

- C. Installation manuals and technical support to be available and provided.

PART 5: PAYMENT

- A. Successful bidder will deliver valves as specified within sixty (21) days of issuance of purchase order and notice of award.
- B. Delivery of valves shall be coordinated with Neptune Township prior to drop off.
- C. Payment shall be made at the next available meeting based on delivery of acceptable materials, valves, and complete necessary clamps, hardware, technical support.