

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
1 PARK DRIVE, PO BOX 486  
MOUNT HOLLY, NEW JERSEY 08060-0486**

**REQUEST FOR SEALED BIDS  
FOR CONSTRUCTION CONTRACT**

**Contract: 2026-12  
REVISION 1: MAY 7, 2026  
BID PROPOSAL FORMS & DATE FOR RECEIPT &  
OPENING**

**SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION  
OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER  
SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID DATE AND TIME:**

**Thursday May 28, 2026, at 10:00 a.m., prevailing time**

**NOTICE TO BIDDERS**

Sealed proposals for **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS** must be received by the Mount Holly Municipal Utilities Authority ("OWNER") at its offices at 1 Park Drive, Mount Holly, New Jersey 08060 no later than **Thursday May 28, 2026, at 10:00am, prevailing time**.

Any interested bidder may obtain a complete description of the goods and services to be provided under this bid specification, as well as estimated quantities by completing the contract/bid request form at: [www.mhmua.com](http://www.mhmua.com) (click on Documents, then Forms, then Bid Documents). Upon receipt of the **COMPLETED** contract/bid request form, the Owner will email a copy of the specification to the person whose information appears as indicated below:

<b>Contract/Bid Name &amp; Contract Number</b>	<b>Company/Firm Name &amp; Address</b>	<b>Company/Firm Contact Name, Email, &amp; Phone</b>
--	--	--

All properly signed and sealed bid submittals (one (1) bound original hard copy of original submittal, one (1) unbound copy of original submittal and bid security) will be publicly opened, announced, and recorded on **Thursday May 28, 2026, at 10:00 a.m., prevailing time** in the conference room at the Owner's Rancocas Road Wastewater Treatment Facility, 300 Rancocas Road, Mount Holly, New Jersey.

Signed and sealed bid submittals:

- A. Must be made on the standard bid proposal form in the manner designated in the bid documents.
- B. Must display the name and address of the bidder on the outside of the envelope.
- C. Must display the Contract name and number on the outside of the envelope.
- D. Must be addressed to the attention of: Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA), The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060.

The Owner assumes no responsibilities for bid submittals forwarded by regular or overnight mail or misdirected in delivery. Bid submittals received after the time and date indicated above will not be accepted or considered. Unopened submission will be returned to the Bidder unopened with no further action.

Bid proposals based upon the plans, specifications, general, special, and supplementary conditions, and bulletins shall be deemed as having been made by the Bidder with full knowledge of the conditions therein. Bidders should visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the Contractor required under the terms of the Contract. Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be rejected as non-responsive.

The Owner will not allow claims for additional costs resulting from the Bidder's failure to become aware of the reasonably observable conditions affecting its required performance.

- A. Bidders shall make appropriate allowances in the preparation of the bid for the accommodation of such conditions.
- B. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

The selected Bidder must sign the contract within ten (10) days after the Notice of Award or forfeit the bid security. Bid securities will be returned to all but the three apparently lowest responsible Bidders. All other bid securities will be returned within three days after awarding and signing of the contract and approval of the Contractor's Performance Bond, Saturdays, Sundays, and Holidays excluded.

Sealed bids for this project are being solicited through a fair and open process in accordance with NJ.S.A. 19:44A-20.5 et seq. All price quotations and contracts shall be subject to the provisions of P.L.1977, c.33 requiring submission of a statement of corporate ownership, the provisions of P.L.1975, c.127 concerning equal employment opportunity and affirmative action and the provisions of N.J.S.A. 52:32-44 requiring New Jersey Business Registration and the collection of use taxes. This contract is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq. Bidders are required to comply with the provisions of NJ.S.A. 10:5-31 et seq. and NJ.A.C. 17:27, Affirmative Action Regulations.

The Owner reserves the right to reject any or all bid submittals in whole or in part, and to waive any immaterial defect or informality in any bid submittal or to make awards to such bidder or bidders who, in the judgment of the Owner is the lowest responsible bidder as may be permitted by law.

**Michael B. Dehoff**  
**Executive Director**

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY, CONTRACT 2026-**  
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**I. INSTRUCTIONS TO BIDDERS**

**PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING YOUR BID**

**Purpose:**

The Mount Holly Municipal Utilities Authority (Owner) is seeking sealed bids from experienced, material manufacturer qualified/certified and fully insured contractors to provide pricing for all goods and services for installation of Cured-In-Place-Pipe (CIPP) in sanitary sewer mains of varying diameter, length, and materials of construction as identified herein.

**Contract Duration:**

- A. Pursuant to the provisions of N.J.S.A. 40A:11, The New Jersey Public Contracts Law and Regulations, Section 40A:11-15 "Duration of Certain Contracts," this goods and services contract will be for a period of three (3) years or less and may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations:
- a. The contract shall be awarded by resolution of the Owner's Board upon finding that the services are being performed in an effective and efficient manner,
  - b. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed, and
  - c. The terms and conditions of the contract remain substantially the same.

**Terms and Conditions:**

The following Standard Terms and Conditions apply to all contracts, purchase agreements or purchase orders with the Mount Holly Municipal Utilities Authority (hereinafter referred to as "OWNER") unless stated otherwise in this bid specification:

- A. Bidders are hereby notified that all Terms and Conditions contained herein will become a part of any Contract(s) awarded or order(s) placed because of this bid specification fully and to the same extent as if copied at length therein.
- B. In the case of a conflict between these General Terms and Conditions and the specific provisions of the bid specification, the bid specification shall control.
- C. Failure to comply with each one of the Terms and Conditions, as well as the specific requirements set forth in the bid specification may be grounds for rejection of the bid.
- D. Owner - The Mount Holly Municipal Utilities Authority, 1 Park Drive Street, Mount Holly, New Jersey 08060.

**Definitions:**

Acceptance with respect to a Bid - The Owner's selection of a Bid, and award of a contract to the Bidder/Seller.

Acceptance with respect to Delivery of Goods and/or Services - The Owner's written acknowledgement that the Contractor or Vendor has satisfactorily provided such Goods and/or Services as required.

Addenda / Addendum or Amendment(s) - A clarification, revision, addition, or deletion to this Invitation For Bid by the Owner which shall become a part of the agreement between the parties.

Bidder - Any potential vendor submitting a response to this bid specification issued by the Owner.

Contract - The bid specification, including these Standard Terms and Conditions, the response thereto submitted by a bidder and the Owner's Notice of Award.

Contractor or Vendor - The Selected Bidder who is awarded the contract by the Owner.

Owner - The Mount Holly Municipal Utilities Authority

Prevailing Wage Rate - Required for all Owner related Public Works Contracts Owner exceeding \$2,000.00.

Truth in Contracting -

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

**NOTE:** See Glossary of Terms in Appendix C for additional terms and definitions

**Receipt of Signed/Sealed Bid Proposals:**

The Owner assumes no responsibility and bears no liability for costs incurred by Bidders in the preparation and proposal in response to this Bid Solicitation.

**A. Sealed Bids shall:**

- Be received by the Owner no later than **Thursday May 28, 2026, at 10:00 a.m., prevailing time.**
- Be made on the standard bid proposal form in the manner designated in the bid documents.
- Must be enclosed in a sealed envelope bearing the name and address of the bidder and the name and contact number of the contract identified on the outside.
- Be signed by an authorized representative.
- Be addressed to the attention of:  
Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA)  
The Mount Holly Municipal Utilities Authority  
1 Park Drive, P.O. Box 486  
Mount Holly, New Jersey 08060
- Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days

**B. Sealed bids submitted 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.

**C. Sealed bids submitted 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 to the sealed bid.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

**D. Sealed Bids by sole proprietorship:**

- Must be signed by the proprietor.

**E. Sealed bids by a joint venture:**

- The agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's proposal.
- Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page.
- Each party to the Joint Venture must individually comply with all the forms and certification requirements as required herein.

**F. Late Submittals:**

- The Owner assumes no responsibilities for bid submittals forwarded by regular or overnight mail or misdirected in delivery.
- Bid submittals received **AFTER 10:00 a.m. prevailing time on Thursday May 28, 2026**, will not be accepted, considered, or opened.
  - Late submissions will be returned to the Bidder unopened with no further action or consideration by the Owner.

**G. Opening and Recording of Bids by Owner:**

- On the date and time indicated for receipt and opening, all proposals will be opened, publicly announced, recorded, and shall be made available for inspection and copying.
- Bids can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.
- All information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder.

**H. Announcement of Proposal Information:**

- On the date and time indicated in the Bid Solicitation for receipt and opening, all proposals will be opened, publicly announced, and shall be available for inspection and copying except as noted below:
  - Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying.
  - Where negotiation is contemplated, only the names and addresses of the Bidders will be announced.
  - The confidential contents will not be available for inspection and copying until the Notice of Intent to Award is issued by the Owner.

**Proposal Evaluation:**

- Bidders must insert prices for furnishing all the materials and/or labor required by these specifications.
  - Prices shall be net including any charges for packing, crating, containers, etc.

- b. All transportation charges shall be fully prepaid by the Contractor, F.O.B. destination and placement at locations specified by the Owner, including placement for inside deliveries if so specified or required by the Owner.
- c. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the Contractor's and/or supplier's convenience.
- B. All prices and amounts must be written in ink or preferably typewritten.
  - a. Ditto marks are not considered writing or printing and shall not be used.
- C. If during a proposal evaluation process, an obvious pricing error made by a Bidder deemed to be a potential contract awardee is found:
  - a. The Owner shall issue written notice to that bidder,
    - i. If the bidder fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given.
  - b. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price,
    - i. The unit price shall prevail.
  - c. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal,
    - i. The Owner may seek clarification from the bidder to ascertain the true intent of the proposal.
  - d. If the amount shown in words and its equivalent in figures do not agree,
    - i. The written words shall be binding.
  - e. If there is an error of the summation of the extended totals,
    - i. The computation by the Owner of the extended totals shall govern.

**Alteration by Bidder in Proposal:**

- A. 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 Owner.
  - a. Any changes, whiteouts, strikeouts, etc. on the proposal page(s) must be initialed in ink by the person who signs the bid.
  - b. A Bidder's failure to initial alterations shall preclude an award from being made to that Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

**Bidder Responsibility:**

- A. Bidders assume sole responsibility for the complete effort required in submitting a formal response to this Bid Solicitation.
  - a. No special consideration will be given to any Bidder after bids are opened because of a Bidder's failure to be knowledgeable as to all the requirements of this Bid Solicitation.
- B. Bidders understand and agree that sealed bids are submitted based on the Bid Specification.
  - a. Each Bidder accepts the obligation to become familiar with these specifications and related documents with care and observe all requirements contained therein.
  - b. Each Bidder shall be responsible for thoroughly reviewing the contract documents prior to the submission of bids.
- C. All Bidders shall visit the site prior to submitting bids for the work herein described to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work.
  - a. All Bidders acknowledge that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles being encountered.
  - b. A Bidder's failure to acquaint itself with all available information will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- D. The Selected Bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction or as required by state or local construction codes.
  - a. The cost of obtaining all necessary permits shall be included in the bid price.
- E. Bidders shall submit with their bid a statement of facts in detail as to previous experience in performing similar or comparable work, and of the business and technical organization, financial resources, equipment, and facilities available to be used in performing the contemplated work.
- F. Bidders shall include with their bids a list of all named sub-contractors to be used in completion of the work herein.
  - a. Contractors and all named subcontractors so named must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act (PWCRA) **at the time the proposal is received**, or the proposal will be determined to be non-responsive.
  - b. If during the performance of this Contract the services of a non-listed sub-contractor are required, same must be registered with the Department of Labor prior to physically starting work.
- G. The Owner assumes no responsibility for:

- a. Any conclusions or interpretations made by the Bidder, based on any information gathered by the Bidder or otherwise made available to it, and
- b. Any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless:
  - i. Such understanding or representations are expressly stated in the contract, and
  - ii. The contract expressly provides that the responsibility therefor is assumed by the Owner.

**Bidder Proposals:**

**A. Bidder Assertion of Confidentiality:**

Bids can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know as all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder.

- a. Assertion of Confidentiality by Bidder:
  - i. A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.
  - ii. As part of its proposal a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or common law, explaining the basis for such assertion.
  - iii. The Bidder must provide a detailed statement clearly identifying those sections of the proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law.
  - iv. The Owner will not honor any attempts by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.
- b. Exemptions From Public Disclosure:
  - i. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or common law when the Bidder has a good faith legal/factual basis for such assertion.
  - ii. When the Bid Solicitation contains a negotiation component, the bid will not be subject to public disclosure until a notice of intent to award is announced.
- c. Owner Determination:
  - i. The Owner reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly.
  - ii. Any proprietary and/or confidential information in a proposal will be redacted by the Owner.
  - iii. Copyright law does not prohibit access to a record which is otherwise available under OPRA.
- d. Response by Bidder:
  - i. The Owner may require the Bidder to respond to any formal request regarding confidentiality markings within the timeframe designated in the Owner's correspondence regarding confidentiality.
  - ii. If no response is received by the designated date and time, the Owner will be permitted to release a copy of the proposal with the Owner making the determination regarding what may be proprietary or confidential.
- e. Cost to Defend:
  - i. In the event of any challenge to the Bidder's assertion of confidentiality with which the Owner does not concur, the Bidder shall be solely responsible for defending its designation and for all costs and expenses associated therewith.
  - ii. The Owner assumes no such responsibility or liability.

**B. Bidder Request to Modify Bid:**

A Bidder may modify its bid by electronic mail or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to such closing time as follows:

- a. Confirmation of any modification signed by the Bidder must have been mailed and time-stamped by the US Postal Service prior to the specified closing time.
- b. Such confirmation, whether transmitted electronically or by mail, shall be accompanied by a newly executed affidavit of non-collusion.
- c. The Bidder's communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted, or modified so that the final prices or terms will not be revealed until the sealed proposal is opened.
  - i. If written confirmation of the telegraphic modification is not received within two working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

**C. Bidder Request to Withdraw Bid:**

- a. Prior to Opening:
  - i. A Bidder may withdraw its bid prior to the date and time indicated in the Bid Solicitation for receipt and opening upon written application of the Bidder.
  - ii. Bidder shall be required to produce evidence that the individual requesting the withdrawal of the sealed bids is or represents the Bidder and has the authority to request a withdrawal of the sealed bids.
- b. After Opening but Prior to Award:
  - i. If, after opening, but before award, a Bidder discovers an error in its proposal, the Bidder may make a written request to the Owner to withdraw its proposal from consideration for award.
  - ii. The Owner shall grant the request:
    - 1. If the Bidder's request to withdraw is made in good faith, and

2. The Owner will not be significantly prejudiced by granting the withdrawal of the proposal beyond the loss of the benefit of the bargain to the Owner of the withdrawing Bidder's offer.
- iii. Evidence of the Bidder's good faith can be demonstrated by one or more of the following factors:
  1. A mistake that is so significant that to enforce the contract resulting from the proposal would be unconscionable,
  2. A mistake that relates to a material feature or term of the contract, and
  3. A mistake that occurred notwithstanding the Bidder's exercise of reasonable care.
- c. Proposal Errors:
  - i. In accordance with N.J.A.C. 17:12-2.11 "Proposal Errors," a Bidder request to withdraw its proposal as described below:
    1. All formal requests for withdrawal must include the contract name and number as referenced on the solicitation cover page and the date for receipt and opening.
    2. Request shall be emailed to the attention of: Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA), staglianoa@mhmu.com

**Rejection of Bids:**

**A. Right to Reject:**

- a. The Owner reserves the right to reject any or all bids, in whole or in part, and to waive any immaterial defect or informality in any bid as may be permitted by law for any of the following reasons:
  - i. The lowest bid substantially exceeds the cost estimates for the goods or services,
  - ii. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services,
  - iii. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services,
  - iv. The contracting unit wants to substantially revise the specifications for the goods or services,
  - v. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated, or
  - vi. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

**Owner's Estimated Quantities:**

- A. The quantities of the materials to be furnished under this Contract as given in the Notice to Bidders, the Request for Sealed Bids or Specifications or otherwise attached hereto are estimates and are to be used solely as a uniform basis for comparing bid submittals.
  - a. The Owner has attempted to identify the items and the estimated amounts of each item required by these specifications.
    - i. However, the amount ordered may be significantly different than that estimated for bidding.
    - ii. The Owner shall have the right to decrease or increase the quantities indicated in the specifications pursuant to N.J.A.C. 5:34-4.9.
    - iii. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
  - b. The Contractor shall only be paid the unit prices for the quantities provided to the Owner under this contract.
  - c. Any error, omission or misstatement in the estimated quantities shall not invalidate the Contract or release the Contractor from the execution and completion of the Contract in accordance with the Contract Documents or entitle the Contractor to any damages or any compensation that is greater than that which is specified in the Contract Documents.
    - i. The Owner shall not be held responsible if any of the estimated quantities are incorrect or omitted.
    - ii. The Bidder shall not make any claim for damages or for loss of profits because of the difference between the estimated quantities and the quantities provided.
- B. The Selected Bidder/Contractor shall guarantee any or all materials and services supplied under these specifications.
- C. Defective or inferior items shall be replaced at the expense of the Selected Bidder/Contractor and/or supplier.
  - a. In case of rejected materials, the Selected Bidder/Contractor and/or supplier will be responsible for return freight charges.

**Owner Sales Tax Act:**

- A. The Owner is exempt from any local, state, or federal sales, use or excise tax.
  - a. For the term of this contract, a Contractor or a Contractor with a subcontractor that enters into a contract with the Owner, and each of the affiliates of the Contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State including:
    - b. Materials, supplies, or services for exclusive use in the construction of structures or buildings or otherwise improving, altering, or repairing Owner-owned property or facilities are exempt from the Owner sales tax.
- B. Purchases or rentals of equipment are not exempt from any tax under the Owner Sales Tax Act

**Requests/Notification of Addenda, Bulletins, Clarification, Corrections, Explanation, Information, Interpretation, or Omissions:**

- A. Pursuant to the New Jersey Public Contracts Law, any requests from Bidders for information and responses to same MUST be shared with all known potential Bidders.
  - a. Oral explanations or instructions or claims for same by potential Bidders will not be binding.
  - b. Bidders understand and agree that sealed bids are submitted based on the Bid Specification.
  - c. Each Bidder accepts the obligation to become familiar with these specifications and related documents with care and observe all requirements contained therein.
- B. The Owner or designee shall, to the extent possible, provide no later than seven (7) days, Saturdays, Sundays, & holidays excepted, prior to the date for acceptance of bids, an email notification to all known potential Bidders that downloaded a copy of the bid specification from the Public Notice section of www.mhmua.com of:
  - a. Any Addenda, Additions, Bulletin, Clarification, Corrections, Explanation, Information, Interpretation, or Omission to the specification since initial advertisement or identified during the pre-bid conference, and
  - b. Any response to requests for Information, Explanation, Interpretation or Correction received from potential Bidders regarding the specification from initial advertisement or received during the pre-bid conference.
- C. All requests shall be in an electronic format using the appropriate forms contained herein:
  - a. Requests for Information, Explanation, Interpretation, or Correction Form.
  - b. Addenda, Additions, Ambiguities, Corrections, Deletions, Errors, or Omissions Form.
  - c. The forms, information contained therein, and any attachments thereto provided by the Owner or designee, shall become part of the contract documents and included in sealed documents submitted by Bidders.
- D. If, with knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this specification unless and until approved and accepted by the Owner.

**Pre-Bid Conference:**

- A. The Owner will schedule a pre-bid meeting at a time, date, and location to be announced.
  - a. Notice of the meeting will be emailed to only those known potential Bidders that received a copy of this specification from the Owner.
  - b. The Owner assumes no responsibility for:
    - i. Any conclusions or interpretations made by the Bidder, based on any information gathered by the Bidder, or otherwise made available to it.
  - c. Any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless:
    - i. Such understanding or representations are expressly stated in the contract, and
    - ii. The contract expressly provides that the responsibility is assumed by the Owner.

**Contract Documents:**

- A. The Notice to Bidders, this bid specification, including attachments and exhibits shall be taken to be the Contract Documents.
- B. Every provision of law required by law to be inserted in the contract shall be deemed to be inserted therein, and the contract shall be read and enforced as though it were so included.

**Independent Contractor:**

- A. The Selected Bidder shall be and remain an independent Contractor with respect to all services performed hereunder.
- B. All goods and services to be provided, from the execution to the completion of the contract, and until final acceptance, shall be under the charge and in the care of the Contractor and at its own risk.
- C. The Contractor agrees to:
  - a. And does hereby accept full liability for the payment of all contributions or taxes for social security, unemployment insurance, federal withholding tax or retirement benefits, pensions, or annuities, now 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.
  - b. Comply with all rules and regulations and other lawful requirements which are now or hereafter issued or promulgated under said respective laws by state or federal authorities.
  - c. Indemnify and save harmless the Owner from any such contributions or taxes or liability thereof.

**II. INTENT OF SPECIFICATION AND CONTRACT:**

- A. Each provision required by law to be inserted in the Contract Documents is deemed to have been inserted therein.
  - a. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the Contract may be modified to provide for such insertion or correction.
  - b. Where there may be a conflict in the Contract Documents not resolvable by application of the provisions of this Article, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor.

- B. The Contract is intended to require the Contractor to provide for everything necessary to accomplish the proper and complete finishing of all work under the Contract.
- C. The Contractor shall:
  - a. Abide by and comply with the intent and meaning of the Contract Documents as a whole and shall not take advantage of any error or omission, should any exist.
  - b. Be responsible for ascertaining the accuracy of any information given by personal inspection of the existing building, facility, plant, or utility systems.
    - i. This shall be the case whether such information is indicated on the drawings, included in the specifications, or shown in any other documentation that is available.
  - c. Have an affirmative duty to make reasonable inquiry into all available information.
  - d. Perform all the obligations and work identified in the Contract, regardless of the way it is divided among the trades or the order in which it appears in the Contract.
  - e. Include any incidental materials and/or work not indicated in the drawings and/or the specifications which are nevertheless necessary for the satisfactory completion of the Contract and are reasonably inferable from the Contract documents and industry practice.
  - f. Perform all such work and furnish all such materials as if particularly delineated or described in the Contract Documents.
  - g. The order of precedence pertaining to interpretation of Contract Documents is as follows:
    - i. Executed Contract
    - ii. Owner issued Addendums, Bulletins, Instructions, and Interpretations
    - iii. Supplemental General Conditions
    - iv. Specifications and General Conditions
- D. The Owner shall have the right to defer the beginning of work or to suspend the whole or any part of the work whenever, in the sole discretion of the Owner, it may be necessary or expedient for the Owner to do so.
  - a. Should the Contractor become aware of the existence of any error, omission or discrepancy, the Contractor shall immediately notify the Owner of any such errors, omissions, ambiguities, or discrepancies and seek correction or interpretation thereof prior to commencement of the work at issue.
  - b. The Contractor shall do no work outside of the Contract Documents unless written interpretation or authorization to proceed is received from the Owner.

**III. STANDARDS OF PERFORMANCE: ACCEPTANCE, MAINTENANCE, & NON-COMPLIANCE:**

- A. If this bid specification does not provide otherwise, the acceptance procedure will be a formal review by the Owner to ensure that each Deliverable and the Project in its entirety comply with the requirements of this specification, most relevant referenced standards for the work provided and that of the manufacturer of the materials installed.
- B. The Owner will issue a Notice of Noncompliance if a Deliverable or the Project in its entirety does not meet the requirements of this specification, most relevant referenced standards for the work provided and that of the manufacturer of the materials installed.
  - a. If the Owner issues a Notice of Noncompliance, the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter.
  - b. If the Contractor fails to do so, the Contractor will be in default without a cure period.
- C. If the Owner has issued a Notice of Noncompliance, the Deliverables or the Project in its entirety will not be accepted until the Owner issues a Letter of Acceptance indicating that each problem noted in the noncompliance letter has been cured.
  - a. If the problems have been fixed during the 30-day period, the Owner will issue the acceptance letter within 15 calendar days of Owner's confirmation.
- D. If the Project fails to meet the standard of performance after 30 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period.
  - a. In addition to all other remedies the Owner may have under this Contract, the Owner will have the right to request correction or replacement of the relevant portion of the Project deemed in complete or failing to meet performance standards.

**Brand Names, Patents, & Standards of Quality:**

Brand names and/or descriptions used in these specifications are to acquaint Bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

- A. "Brand Name and/or Equivalent":
  - a. When used in a specification, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested.
- B. Bidder Proposed Equivalent:
  - a. It shall be the responsibility of the Bidder to document the equivalency of items offered.
    - i. Material manufacturer or supplier's literature WILL NOT suffice in explaining a Bidder's exceptions to these specifications.
    - ii. Competitive items must be equal to the standard described and be of the same quality.

- iii. 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 submittal form.
- b. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- C. Trademark or Patent Infringement:
  - a. In submitting its proposal, the Bidder certifies that the merchandise to be furnished shall not infringe upon any valid patent or trademark:
  - b. The Selected Bidder shall, at its own expense, defend all actions or suits charging such infringement, and will indemnify and save the Owner harmless from any damages resulting from claims for infringement, including counsel fees and expenses of suit or defense.
- D. The Contractor:
  - a. Shall guarantee any or all goods and services supplied under these specifications,
  - b. Replace defective or inferior goods at no additional expense to the Owner, and
  - c. Will be responsible for return freight or restocking charges at no additional expense to the Owner.
  - d. In the absence of any changes by the Contractor, it shall be presumed and required that the materials as described in these specifications shall be delivered.
- E. American Goods & Products to be Used Where Possible:
  - a. Preference shall be given to manufactured and farm products of the United States, wherever available pursuant to N.J.S.A. 40A:11-18.
- F. Recycled Goods or Products:
  - a. Wherever practical and economically advantageous to the Owner, recycled or recyclable products may be provided only after review of documentation provided by the Contractor and receipt of the Owner's written approval.
  - b. Bidders must indicate in its proposal when recycled products are being offered; otherwise, it shall be presumed and required that new materials as described in the proposal be delivered.
- G. Proprietary Goods or Services:
  - a. In accordance with N.J.S.A. 40A:11-13(d), any proprietary goods or services that are stipulated in the specifications to be provided or performed, shall be provided or performed since the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded.

**Defective Materials:**

- A. If the materials are not delivered as specified in the Contract Documents:
  - a. The Owner may, at his discretion; purchase the materials from an alternate source of supply.
- B. If the expense to the Owner exceeds the price quoted by the Contractor:
  - a. The Contractor shall pay the difference to the Owner.
- C. In computing the amount to be paid to the Owner:
  - a. All costs related to the ordering and receipt of the materials from an alternate source shall be included.
- D. Any materials that are defective or that do not comply with the specifications shall be immediately removed by the Contractor upon request of the Owner.
- E. If the Contractor fails to remove the defective or non-complying goods within seven (7) days of the date of the written notice:
  - a. The Owner may remove them and charge the expense thereof to the Contractor.
  - b. Any expense charged to the Contractor pursuant hereto will be deducted and paid by the Owner out of any monies that are or may become due to the Contractor under the contract.
  - c. If such monies are not sufficient to repay the Owner, the additional monies shall be paid directly by the Contractor.

**Defective Equipment:**

- A. The Contractor agrees that in the event of failure of the Contractor's or subcontractor's equipment resulting in work stoppage exceeding six (6) hours:
  - a. The Contractor will only charge the Owner for actual work performed and that the Contractor shall be responsible for costs related to traffic control and bypass pumping operations.

**Hazard Communication:**

- A. The Contractor shall comply with all applicable federal and state statutes and regulations concerning the manufacture, sale, supply, delivery or use for all products required for completion of this contract including:
  - a. The New Jersey Worker and Community Right to Know Act (RTK)
  - b. The Globally Harmonized System (GHS)
  - c. Providing the most current Safety Data Sheets (SDS)
  - d. Compliance with container and product labeling and storage requirements

**Owner's Onsite Representation:**

- A. The Owner will assign specific individuals to act as the Owner's designated representative(s) for this Contract who shall:
  - a. Be granted full access to monitor the execution and progress of the Work.

- b. Not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work.
- c. Not be responsible for, nor have control or charge over, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

**Owner's Right to Perform Work:**

- A. The Owner reserves the right to enter upon the premises during the progress of the Work, or cause others to do so, for the purpose of performing any work or installing any apparatus or carrying on any construction not included in the Contract Documents, or for any other reasonable purpose.

**Progress Meetings:**

- A. Such meetings should be scheduled at the Owner's discretion or at the Contractor's request to discuss unanticipated conditions, delays, or situations requiring immediate review by the parties to the Contract.
  - a. The Contractor shall make an authorized representative available to attend such meetings who has knowledge of the Contract and is empowered to make decisions on the Contractor's behalf.
  - b. No additional compensation shall be paid to the Contractor or authorized representatives for attendance at these meetings.

**IV. METHODS OF AWARD:**

- A. Award of Contract:
  - a. The Selected Bidder will be notified of the time and place for the signing of contracts.
  - b. Key requirements in the Contract, including, but not limited to, the number of days for the performance of the Contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting.
  - c. The time and place of the first preconstruction meeting will be announced at the award meeting.
  - d. In executing a Contract, the Contractor agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of the Owner, and to complete all work within the number of calendar days specified in its Contract.
  - e. The Contractor and all its Subcontractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., regarding Equal Employment Opportunity in Public Works Contracts.
- B. N.J.A.C. 5:30-5.1 et seq:
  - a. Pursuant to the requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
  - b. The contract shall be awarded to the lowest responsible Bidder in accordance with the requirements of N.J.S.A. 40A:11-1 et seq.
  - c. If the award is to be made based on a base bid only:
    - i. It shall be made to that responsible Bidder submitting the lowest base bid.
  - e. If the award is to be made based on a base bid only or based on a combination of a base bid combined with such alternates, deducts or options as selected:
    - i. It will be made to the lowest responsible Bidder.
  - f. The Owner may award the contract based on all the items for which bids are requested, or on less than all the items:
    - i. Whichever is the most advantageous to the Owner.
  - g. The Owner may also elect to award the contract based on unit prices:
    - i. The form of contract shall be submitted by the Owner to the successful bidder.
    - ii. Terms of the specifications/bid package prevail.
  - h. Bidder exceptions must be formally accepted by the Owner; material exceptions shall not be approved.
  - i. The Selected Bidder shall complete W-9 Form and submit it to the owner prior to contract award.
  - j. The Contractor will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Owner.

**Erroneous Award of Contract:**

- A. If the Owner discovers an error that occurred during the proposal evaluation process that led to an erroneous award:
  - a. The Owner shall terminate the contract without delay,
  - b. Document the error and promptly notify all affected parties, and
  - C. Bar the issuance of new purchase orders and cancel outstanding purchase orders made under the contract being terminated.

**Completion:**

- A. Substantial:
  - a. At the request of the Contractor, the Owner and the Contractor may make a joint inspection of the work for the purpose of determining if the work is substantially completed.
  - b. If the Owner, in its sole discretion, finds that the work is substantially complete, the Owner will issue a written Notice of Substantial Completion for Beneficial Use.

- c. Such Notice shall in no way relieve the Contractor of any contractual obligation(s) or relieve the Contractor from responsibility to promptly complete all remaining Work including, but not limited to, punch list items.

B. Final:

- a. Completion of the Contract shall occur when the Owner determines that contractual items, including "the punch list items" have been completed and the Contractor has:
- b. Complied with the Contract Document's closeout requirements.
- c. The Contractor has submitted all Contract deliverables to the Owner including all warranties, guarantees and/or maintenance bonds required under the Contract.
- d. The standard guarantee period for equipment, workmanship and materials shall commence on the date the Owner issues the Notification of Final Acceptance of Completion for Beneficial Use.

**Payment Approvals:**

- A. The Owner is responsible for the timely review of all invoices submitted by the Contractor.
- B. Upon receipt and review, the Owner shall promptly inform the Contractor of any deficiencies therein.
  - a. The Owner's representatives will be requested to confirm satisfactory completion and acceptance of the tasks referenced in the Contractor's invoice.
  - b. When the payment voucher is deemed accurate, a written recommendation for payment approval will be presented to the Owner's Board for approval.

**V. DELAYS AND EXTENSION OF TIME FOR COMPLETION, DAMAGES FOR DELAY, DISRUPTION, OR INTERFERENCE**

A. Agreement of Parties to the Contract:

- a. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the start date in the Notice to Proceed, the dates of all required intermediate milestones, and the times for substantial and final completion, as specified herein, are essential conditions of this Contract.
- b. The Contractor agrees that said work shall be executed diligently and will ensure full completion of the work within the time specified.
- c. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work herein is a reasonable time, taking into consideration the average climactic range and usual industry conditions prevailing in this locality.
- d. If the said Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part of the consideration for the awarding of its Contract, to pay the Owner the amount specified as liquidated damages for loss of use of the Project as hereinafter set forth, for each and every calendar day that the Contractor may have exceeded the stipulated date in the Contract for substantially completing the work.
- e. It is further agreed that time is of the essence of every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall similarly be of the essence.

B. Responsibility for Completion of Work:

- a. All site work required by this specification shall be completed within **forty-five (45) days** (Saturday, Sunday, federal, and state holidays excepted) after Notice to Proceed or Purchase Order is issued to the Contractor by the Owner.
- b. Contractor shall advise the Owner in writing within ten (10 days) of receipt of the Notice to Proceed or Purchase Order if supply chain issues will prohibit the project completion within the allotted time frame.
- c. The Contractor agrees that, when it becomes apparent that any Contract completion date will not be met, the Contractor will take any or all the following actions, as required, at no additional cost to the Owner:
  - i. Increase manpower,
  - ii. Increase the number of working days per week, or
  - iii. Reschedule activities to achieve maximum practical concurrence.

C. Owner's Right to Postpone or Suspend Work:

- a. The Owner shall have the right to postpone the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner, it is necessary or expedient for the Owner to do so.
- b. If the Contractor is delayed in the completion of the work by such deferral or suspension or by strikes, lock outs, fire, delay of common carriers, unavoidable casualties, delays caused by other contractors, subcontractors, or suppliers or for any other reason outside of the control of the Owner,
  - i. Then for all such delays and suspensions, the Contractor shall be allowed one (1) day additional to the time herein stated for each day of such delay so caused in the completion of the work, the same to be determined by the Owner.
- c. No such extension shall be made for any of such delays unless within ten (10) days after the beginning of such delay a written request for additional time is filed by the Contractor with the Owner.
  - i. In case of a continuing cause of delay, only one (1) request shall be necessary.

D. Contractor's Remedy:

- a. Nothing herein shall limit the Contractor's remedy for the Owner's negligence, bad faith, active interference, tortious conduct, or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under this contract.
- b. In such cases, the Contractor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred because of such an action by the Owner.
- c. No claim for such damages shall be made unless within ten (10) days after the beginning of such delay, a written request for additional compensation shall be filed with the Owner.
- d. In case of a continuing cause of delay, only one (1) request shall be necessary.
- e. The Contractor shall provide the Owner with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

E. Contractor's Right to Recovery:

- a. The Contractor shall not be entitled to recovery of money damages from the Owner caused by delay, disruption, or interference with the Contractor's work except as expressly provided under these General Conditions.
- b. The Contractor expressly agrees that the Contractor's remedy for delay, disruption, or interference shall be limited to an extension of time only and that there shall be no recovery of money damages by the Contractor for any delay, disruption, or interference with the Contractor's work attributable to any cause whatsoever (other than the Owner's negligence, bad faith, active interference, or other tortuous conduct).

F. Contractor's Forfeiture of Right to Recovery:

- a. The Contractor expressly agrees that it shall not be entitled to recover damages because of delay, disruption or interference caused by any of the following:
  - i. Delayed execution of the contract or any of the causes referenced in paragraph above,
  - ii. Any act or omission by any party other than the Owner, any other Contractor or Subcontractor, or other consultant construction or manager retained by the Owner, any agency or instrumentality of the federal government or of any local governmental entity or any utility (e.g., gas, electric, telephone, cable),
  - iii. Any act or omission of the Owner, including, without limitation, the Department of Environmental Protection, and the Department of Community Affairs,
  - iv. Weather,
  - v. Subsurface conditions of any type including, without limitation rock and underground utilities, whether such conditions were reasonably ascertainable to the Contractor at the time of bidding,
  - vi. Use of all or any portion of the Project premises prior to completion of the work to the extent that such use is permitted under the terms of the Contract,
  - vii. Delay in obtaining any permit or approval,
  - viii. Delay caused by the issuance of any court order, injunction, or restraining order,
  - ix. Any delay which does not entitle the Contractor to an extension of the Contract Completion Time of these General Conditions, or
  - x. Delay attributable to any other cause, other than a cause for which the Owner is legally restricted from enforcing a contractual "no damage for delay" clause under N.J.S.A. 2A:58B-3 or any other provision of law restricting or barring the enforcement of such clauses.
- b. In interpreting this provision, the negligence or other wrongful conduct of others, including any firm or person retained by the Owner shall not be imputed to the Owner.
- c. Further, to the extent that the Contractor is entitled to recover monetary damages for delay under this Contract, such recovery shall be limited to actual direct costs incurred on account of the delay, and shall not include profit or other markup on such costs or any other kind of consequential or indirect cost or damage, including but not limited to any alleged cost or damage under the total cost method, the modified total cost method, or productivity factors.

G. Failure to Complete Work in Established Time:

- a. In the event the Contractor fails to complete its work within the time stated in its Contract, the Contractor shall be liable to the Owner in the sum as set forth as liquidated damages in the Contract, for each calendar day that the Contractor fails to attain contract completion of the work.
  - i. This sum shall be treated as liquidated damages to compensate for the loss to the Owner of the use of premises in a completed state of construction, alteration or repair, and for added administrative and inspection costs to the Owner on account of the delay; provided, however, that the said liquidated damages shall be in addition to other compensatory or consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, added costs of the Project and the cost of furnishing temporary services, if any.
- b. Any such sums for which the Contractor is liable may be deducted by the Owner from any money due or to become due to the Contractor.

H. Concurrent Delays

- a. For this Contract will be considered two (2) or more delays or areas of work slippage that are totally independent of one another and which, if considered individually, would each affect the final Project completion.
- b. If there are two (2) or more concurrent delays, one the responsibility of the Owner and the other the responsibility of the Contractor, a non-compensable time extension will be considered.
- c. The following criteria will be used to evaluate time extension requests for concurrent work delays:

- i. Owner At Fault: A compensable time extension may be considered for such Contract delays.
- ii. Contractor At Fault: A non-compensable time extension may be considered for such Contract delays.
- d. The Owner shall either approve, in whole or in part, or reject the Contractor's request and will advise the Contractor in writing of its decision.
- e. If the Owner finds that the Contractor is entitled to any extension of any Contract completion date(s) under the provisions of this Contract, the determination as to the total number of calendar days extension permitted shall be based upon review of the data relevant to the extension request.

**VI. STANDARD CHANGED CONDITIONS CLAUSE:**

- A. Provisions Concerning Changed Conditions in Construction Contracts N.J.S.A. 40A:11-16.7 provides that *"All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit."*
- a. A contract subject to this section shall include the following differing site conditions provisions:
    - i. If the Contractor encounters differing site conditions during the progress of the work of the contract the Contractor shall promptly notify the Owner in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
    - ii. Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the Owner otherwise learning of differing site conditions, the Owner shall promptly undertake an investigation to determine whether differing site conditions are present.
    - iii. If the Owner determines different site conditions that may result in additional costs or delays exist, the Owner shall provide prompt written notice to the Contractor containing directions on how to proceed.
      - 1. The Owner shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
      - 2. If both parties agree that the Owner's investigation and directions decrease the Contractor's costs or time of performance, the Owner shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
      - 3. If the Owner determines that there are no differing site conditions present that would result in additional costs or delays, the Owner shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Owner for additional compensation or time attributable to the alleged differing site conditions.
    - iv. Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
    - v. As used in this subsection, Differing Site Conditions mean *"physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract."*
  - b. A contract subject to this section shall include the following suspension of work provisions:
    - i. The Owner shall provide written notice to the Contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the Contract.
    - ii. If the performance of all or any portion of the work of the Contract is suspended by the Owner for more than 10 calendar days due to no fault of the Contractor or because of an occurrence beyond the Owner's control, the Contractor shall be entitled to:
      - 1. Compensation for any resultant delay to the project completion or additional Contractor expenses, and
      - 2. An extension of time provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the Owner in writing of the nature and extent of the suspension of work.
        - a) The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Owner.
    - iii. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.
    - iv. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of his determination on how to proceed in writing:
      - 1. If the Owner determines that the Contractor is entitled to additional compensation or time, the Owner shall make a fair and equitable upward adjustment to the Contract price and Contract completion date.
      - 2. If the Owner determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the work and shall be entitled to pursue a suspension of work claim against the Owner for additional compensation or time attributable to the suspension.

- v. Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Owner can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor prejudiced the Owner's ability to adequately investigate and defend against the claim.
- c. A contract subject to this section shall include the following change in character of work provisions:
  - i. If the Contractor believes that a change directive by the Owner results in a material change to the work, the Contractor shall so notify the Owner in writing.
    - 1. The Contractor shall continue to perform all work on the project that is not the subject of the notice.
  - ii. Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of his determination on how to proceed in writing.
    - 1. If the Owner determines whether a change to the Contractor's work caused or directed by the Owner materially changes the character of any aspect of the contract work:
      - a) The Owner shall make a fair and equitable upward adjustment to the contract price and contract completion date.
      - b) The basis for any such price adjustment shall be:
        - (1) The difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work because of its change in character, or
        - (2) As otherwise mutually agreed upon by the Contractor and the Owner prior to the Contractor performing the subject work.
    - 2. If the Owner determines that the Contractor is not entitled to additional compensation or time:
      - a) The Contractor shall continue the performance of all contract work and
      - b) Be entitled to pursue a claim against the Owner for additional compensation or time attributable to the alleged material change.
  - iii. As used in this subsection, Material Change means *"a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both."*
- d. A contract subject to this section shall include the following change in quantity provisions:
  - i. The Owner may increase or decrease the quantity of work to be performed by the Contractor.
    - 1. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
    - 2. If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
  - ii. For any minor change in quantity, the Owner shall make payment for the quantity of the pay item performed at the bid price for the pay item.
  - iii. For a major increase in quantity, the Owner or Contractor may request renegotiating the price for the quantity of more than 120 percent of the bid proposal quantity.
    - 1. If a mutual agreement cannot be reached at a negotiated price for a major quantity increase, the Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
  - iv. For a major decrease in quantity, the Owner or Contractor may request renegotiating the price for the quantity of work performed.
    - 1. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Owner shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
  - v. As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

**VII. OWNER ALLOWANCE AS CONTINGENCY:**

- A. The Owner will established a "not-to-exceed" 5% contingency reserve based on a percentage of the total contract amount for unanticipated work under this section that was unable to be determined, identified, or specified in detail by the Owner at the time the specification was written, bids received, or contract awarded.
  - a. The reserve exists to mitigate project-related costs for which the Owner may need to consider and authorize as part of the project, separate from issuing a "change-order" for work.
  - b. The reserve is not intended to fund additional scope or cost beyond the dollar values agreed to in the contract that are related to the Contractor's failure to complete his due diligence during the bidding process.
  - c. The use of the reserve shall be considered for a change in work within the scope of the contract, but not be limited to costs associated with:
    - i. Variations between the proposed costs of prescribed items and that actual cost for same which exceeds the contracted amounts,
    - ii. Utility coordination with others because of below ground interference,

- iii. Changes in material needs specifically related to changed conditions other than those agreed to in the contract that are determined to be "no fault" of parties to the contract,
  - iv. Detail refinement of minor items or material selections required to complete a detail that may have not been fully developed in the design documents, and
  - v. The Owner, in its discretion, may determine that there are other circumstances that meet the general definition for use.
- d. Prior to Owner approval of any work to be paid for under this reserve, the Contractor shall furnish a price breakdown, which shall cover all work involved and shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, overhead costs and profit.
    - i. Any amount proposed for subcontracts shall be supported by an equally detailed breakdown.
    - ii. In addition, if the request includes a time extension, a justification shall also be furnished.
  - e. The price breakdown shall include, but not be limited to:
    - i. Direct labor costs shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation.
      - 1. Direct labor cost shall be inclusive of prevailing wage requirements as provided for in this specification
    - ii. Direct material costs shall consist of the actual costs of the materials including applicable transportation charges.
      - 1. Costs for rented equipment shall be billed at the actual rental rate paid by the contractor inclusive of mobilization, delivery, operating costs and equipment pickup.
  - f. To avoid delays in the progress of work or when in the best interests of the Owner, the Owner has the discretion to direct the Contractor, in writing, to proceed with work claimed by the Contractor to be extra work, and/or to accelerate his work without a prior agreement on entitlement or costs.
    - i. Such direction shall be in the form of a Letter of Direction issued by the Owner to the Contractor.
  - h. The Contractor may submit a claim for evaluation by the Owner for costs or for time on account of such work and/or acceleration on the form entitled "Contractor Change Order Request," completed in sufficient.

#### **VIII TERMINATION OF CONTRACT:**

##### **A. Owner's Rights Under Contract:**

- a. The Owner reserves the right to terminate the contract for:
  - i. Convenience by providing 60 calendar days advanced notice to the Contractor.
- b. The Owner shall have the right to terminate this contract for cause or violation of any requirements by the Contractor for:
  - i. For refusal to fulfill contract obligations,
  - ii. For refusal to bring goods or services into compliance in the time and manner specified in the contract,
  - iii. For refusal to answer inquiries from the Owner,
  - iv. For failure to respond to a formal complaint within 10 business days of receipt or prior to the deadline specified in the notice of complaint, or
  - v. For knowing, purposeful, or willful violation of any requirements of this contract.
- c. Owner shall provide written notice to the Contractor advising of the reasons for termination and specify the effective date of termination.
  - i. Such termination shall relieve the Owner of any obligation for balances to the Contractor of any sum or sums set forth in the contract.

##### **B. Contractor's Liability:**

- a. Notwithstanding the above the Contractor shall not be relieved of the liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor.
  - i. The Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damage due the Owner from the Contractor is determined.
- b. The Contractor agrees to indemnify and hold the Owner 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 Owner under this provision.
- c. In case of default by the Contractor:
  - i. The Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- d. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget.
  - i. Regarding the availability of such funds, the Owner reserves the right to cancel this contract.

##### **C. Acquisition, Merger, Sale and/or Transfer of Business, etc.:**

- a. It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.
- b. In this event, the new owner(s) will be required to submit all documentation and legal instruments that were required in the original bid and contract.

- i. Any change shall be approved by the Owner.
- c. Without the prior written consent of the Owner, the Contractor is prohibited from assigning any interest in the contract or transferring any interest in the same.

**IX PERFORMANCE WORK STATEMENT**

<p>Performance Work Statement</p>	<p>Each bid submittal shall include:</p> <ul style="list-style-type: none"> <li>A. Performance Work Statement (PWS) that: <ul style="list-style-type: none"> <li>a. Defines the CIPP product delivery in conformance with the requirements of this specification,</li> <li>b. Confirms that the proposed CIPP system will conform to the project requirements as outlined in the Description of Work and as delineated in this specification, and</li> <li>c. Details the installation means and methods of all work to be provided as required herein.</li> </ul> </li> <li>B. An installation plan/schedule describing: <ul style="list-style-type: none"> <li>a. Preparation and cleaning procedures for the various surfaces that may be encountered in the various sanitary sewer mains,</li> <li>b. Process for performing and documenting pre-inspections,</li> <li>c. Bypass or flow maintenance of the sanitary sewer system,</li> <li>d. Maintaining service or providing temporary service during mainline CIPP installation and curing to each affected home, commercial, industrial and apartment complex, and</li> <li>e. Traffic work zone and pedestrian control</li> <li>f. Health and Safety Procedures</li> </ul> </li> <li>C. Application and installation procedures of CIPP and component systems including: <ul style="list-style-type: none"> <li>a. A detailed installation schedule that conforms to the requirements of this contract,</li> <li>b. Method of curing,</li> <li>c. A plan for identifying and reinstating active sanitary sewer service connections</li> <li>d. Quality control, and</li> <li>e. Testing and final inspection and other necessary and appropriate work for a complete application and installation that meets the requirements and specifications of the manufacturer and the Owner</li> </ul> </li> <li>D. For each product and component proposed, provide detailed descriptions and the manufacturers: <ul style="list-style-type: none"> <li>a. Detailed product specifications,</li> <li>b. Structural design calculations: <ul style="list-style-type: none"> <li>i. Shall include data that conforms to the requirements of these specifications and be certified by a registered Professional Engineer</li> </ul> </li> <li>c. Technical data sheets (TDS)</li> <li>d. Safety data sheet (SDS) (precautionary statements and workplace safeguards)</li> <li>e. Storage and handling guidelines</li> <li>f. Preparation and installation procedures including tools and equipment required for a complete application/installation</li> <li>g. Inspection process, and</li> <li>h. Warranties</li> </ul> </li> <li>E. Engineering Design Calculations: <ul style="list-style-type: none"> <li>a. Shall be in accordance with the Appendixes of ASTM F1216, or ASTM F2019, ASCE MOP 145, or other design protocol, for each length of CIPP to be installed including the thickness of each proposed CIPP. <ul style="list-style-type: none"> <li>i. It will be acceptable to submit a design for the most severe line condition and apply that design to all the line sections.</li> <li>ii. These calculations shall be performed and certified by a qualified Professional Engineer.</li> <li>iii. All calculations shall include proposed material manufacturers' technology data for all CIPP products and all associated technologies to be furnished to support the certified data.</li> </ul> </li> </ul> </li> <li>F. Tools and Equipment: <ul style="list-style-type: none"> <li>a. The PWS shall include a list of tools and equipment required for a complete and successful complete installation: <ul style="list-style-type: none"> <li>i. It shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown,</li> <li>ii. The equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described,</li> <li>iii. A mitigation procedure to be implemented in the event of key equipment failure during the installation process, and</li> <li>iv. Identify non-specialty backup equipment to be reserved by the Contractor (on will-call) from local rental companies in the event of equipment failure.</li> </ul> </li> </ul> </li> <li>G. Blockages: <ul style="list-style-type: none"> <li>a. A description of the proposed procedures for removal of existing blockages in the pipeline that may be encountered during the cleaning process.</li> </ul> </li> <li>H. Public Notification: <ul style="list-style-type: none"> <li>a. Draft copy of the written public notification plan including detailed staged notification to the properties affected by the CIPP installation shall be submitted.</li> </ul> </li> <li>I. Odor Control Plan: <ul style="list-style-type: none"> <li>a. Draft odor control plan shall be submitted that will ensure that project specific odors will be minimized at the project site and surrounding area.</li> </ul> </li> </ul>
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- i. Part of the plan will include methods for removing odors from inside of structures if required.
- J. Product Submittals
  - a. Product submittals require a list of the materials and manufacturers' technical data to be incorporated in the installation.
    - i. Alternative material submittals (considered equal or better than those specified) shall include material manufacturers' technical data to validate alternative materials meet the specified requirements of the contract for review by the Owner.
    - ii. The Owner's decision of acceptance or denial of alternative material submittals shall be final and not challengeable by Bidder or Contractor.
  - b. Tube – including the manufacturer and description of product components (i.e., felt, fiberglass and other reinforcing materials) and applicable tube mechanical properties.
  - c. Flexible membrane – including materials (i.e., coating, foil) specific to the proposed curing method and recommended repair (patching) procedure if applicable.
  - d. Resin - including the manufacturer and description of product components including the spectroscopic wavelength diagram for the resin being furnished as well as mechanical properties, corrosion data and creep data.
  - e. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP system.
  - f. Safety Data Sheets (SDS) for all materials to be furnished for the project.
- K. Tube wet-out and cure method including:
  - a. A description of the wet-out procedure for the proposed technology. In the case of tubes wet-out by a third party, the wet-out information from the third-party source.
  - b. The Manufacturer's recommended cure method for each diameter and thickness of CIPP to be installed.
  - c. The PWS shall contain a detailed curing procedure outlining the curing medium, the method of application and how the curing process will be monitored (e.g., temperatures, pressure, output of light, rate of travel of light train assembly).
- L. CIPP Repair & Replacement
  - a. Each Bid Submittal shall include a Quality Control Plan (QCP) that represents and conforms to the requirements of these specifications which shall be submitted to the Owner.
  - b. At a minimum the QCP shall include the following:
    - i. A discussion of the proposed quality controls to be performed by the Contractor.
    - ii. Defined responsibilities, of the Contractor's personnel, for assuring that quality requirements for this contract are met.
    - iii. These shall be assigned by the Contractor to specific personnel.
    - iv. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
    - v. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
    - vi. Scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
    - vii. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- M. As Built Drawings:
  - a. As-Built drawings/records shall include all necessary information as outlined in the PWS or as agreed to by the Owner and the Contractor at the start of the Contract, shall be updated as the work is being completed and shall be clearly legible.
  - b. As-Built drawings/records, pre and post inspection digital video shall be submitted to the Owner, by the Contractor, within 2 weeks of final acceptance of said work or as specified by the Owner.
    - i. As-Built drawings/records will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings/Records provided to the Contractor at the onset of the project.
    - ii. As-Built drawings/records should include the pre- and post-inspection documentation.
    - iii. As-Built drawings /records should be kept current and should always be available on the project site.
    - iv. As-Built drawings/records shall be in the form of actual drawings, paper and electronic, spreadsheets or Word documents.
- N. Warranty:
  - a. The materials used for the project shall be certified by the manufacturer for the specified purpose.
  - b. The Contractor shall warrant the CIPP material and installation for a period of two (2) years.
    - i. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.7 CIPP Repair/Replacement and as recommended by the manufacturer.
  - c. For work completed by the Contractor that is defective and/or has been repaired, the Contractor shall warrant this work for one (1) year in addition to the warranty required by the contract.
  - d. After a pipe section has been rehabilitated and for a period up to one (1) year following completion of the project, the Owner may inspect all or portions of the rehabilitated system.

	<ul style="list-style-type: none"> <li>i. The specific locations will be selected at random by the Owner's inspector and should include all sizes of CIPP from this project.</li> <li>ii. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in Section 1.7 CIPP Repair/Replacement and as recommended by the manufacturer.</li> <li>III. If, after inspection of a portion of the rehabilitated system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract.</li> <li>IV. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.7 CIPP Repair/Replacement and per the original specifications, all at no additional cost to the Owner.</li> </ul>
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**X. QUALITY ASSURANCE PLAN**

Quality Assurance Plan	<p>Each submittal shall include a Quality Assurance Plan (QAP) that represents and conforms to the requirements of these specifications.</p> <ul style="list-style-type: none"> <li>A. The QAP shall conform to the requirements of these specifications to include the following: <ul style="list-style-type: none"> <li>a. A description of the proposed quality controls to be performed by the Contractor.</li> <li>b. Proposed procedures for quality control, product sampling and testing,</li> <li>c. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form as applicable,</li> <li>d. Scheduled performance and product test result reviews between the Contractor and the Owner, and</li> <li>e. Proposed methods and procedures for product and component systems repair or replacement in the event of product defects or total failure.</li> </ul> </li> <li>B. Qualifications and Certifications - For a Product to be Commercially Acceptable: <ul style="list-style-type: none"> <li>a. The products selected or specified herein shall have a minimum 50-year design life.</li> <li>b. Sewer rehabilitation products submitted for approval must provide Third Party Test Results supporting the long-term performance and structural strength of the product.</li> <li>c. No product will be approved without independent third-party testing verification.</li> <li>d. Test samples shall be prepared to simulate installation methods and trauma to the product.</li> <li>e. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other internationally recognized organization standards.</li> <li>f. Proof of certification shall be submitted to the Owner for review and approval.</li> <li>g. The products shall have a substantially successful documented long-term tract record including: <ul style="list-style-type: none"> <li>i. To assure commercial viability there shall be a minimum of 500,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection systems in the United States, documented to the satisfaction of the Owner,</li> <li>ii. There shall be at least 50,000 linear feet of the product successfully installed and in-service within New Jersey for a minimum of five years.</li> </ul> </li> </ul> </li> <li>C. Qualifications, Certifications, and Experience - For a Contractor/Installer to be considered as Commercially Proven: <ul style="list-style-type: none"> <li>a. The Contractor/Installer must satisfy all insurance, financial, and bonding requirements as stated herein,</li> <li>b. Must have at least five (5) years' active experience in the successful commercial installation of the selected product,</li> <li>c. Must be certified by the resin-impregnated flexible tube system manufacturer, and</li> <li>d. Must have installed at least 50,000 linear feet of the product successfully in wastewater collection systems in the United States, documented to the satisfaction of the Owner.</li> <li>e. Lead personnel, including the superintendent, the foreman and the lead crew personnel shall have a minimum of three (3) year of experience for each of the following: <ul style="list-style-type: none"> <li>i. CCTV inspection,</li> <li>ii. Resin wet-out,</li> <li>iii. CIPP installation and curing, and</li> <li>iv. Robotic service reconnections. <ul style="list-style-type: none"> <li>1. Personnel replaced by the Contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.</li> </ul> </li> </ul> </li> <li>f. The Inspector: <ul style="list-style-type: none"> <li>i. Success of a CIPP installation leverages an industry standard of care performance specification and an inspector that understands CIPP quality control procedures required on a project.</li> <li>ii. The inspector should be trained and knowledgeable in where the product is applicable, technology procedures, material wet-out, curing requirements, acceptability standards and required testing. acceptance of said work or as specified by the Owner</li> </ul> </li> </ul> </li> <li>D. The Contractor shall: <ul style="list-style-type: none"> <li>a. Include the furnishing of all materials, equipment, tools, and labor as required for the rehabilitation of sanitary sewer mains and reconnection of customer sewer service laterals to the sanitary sewer mains as listed herein.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>b. Obtain all materials and supplies for the work required herein from companies regularly engaged in the manufacture and installation of the products of the types specified, and whose products have been in satisfactory use in similar service for a minimum of five (5) years. <ul style="list-style-type: none"> <li>i. Material manufacturers that do not provide installer training and certification program will not be considered for use on this project.</li> <li>ii. All materials, testing, equipment and methods of construction shall be in accordance with ASTM, NACE and/or SSPC specifications as applicable to the product being used, including chemical resistance standards for sanitary sewer systems and structural capabilities.</li> </ul> </li> <li>c. Adhere to all applicable federal, state, and local safety rules, regulations, laws and insurance requirements when performing all work and when storing, handling, using and applying lining materials, resins and any solvents.</li> <li>d. Ensure that all work to include but not be limited to the preparation, installation, curing, and finishing operations of the approved lining system required for the rehabilitation of sanitary sewer mains.</li> <li>e. Reconnection of customer sewer service laterals shall be in strict accordance with the manufacturer's instructions and recommendations.</li> </ul>
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**XI SAFETY AND ENVIRONMENTAL REQUIREMENTS**

<p>Safety and Environmental Requirements</p>	<ul style="list-style-type: none"> <li>A. The Contractor and his employees shall comply with applicable federal, state, and local work safety requirements with special focus on: <ul style="list-style-type: none"> <li>a. Requirements for entering permit required confined spaces,</li> <li>b. Traffic control/work zone safety,</li> <li>c. Trench/excavation, protective systems, and heavy equipment safety</li> <li>d. Hazard communication,</li> <li>e. Personal protective equipment, and</li> <li>f. All other health and safety regulations applicable to the work required herein.</li> </ul> </li> <li>B. The Contractor shall submit a proposed Safety Plan to the Owner prior to beginning any work required by this contract. <ul style="list-style-type: none"> <li>a. All work shall be conducted in accordance with the Contractor's submitted Safety Plan and in compliance with applicable federal, state, and local work safety regulatory guidelines.</li> <li>b. The plan shall include: <ul style="list-style-type: none"> <li>i. A description of the daily safety briefs to be discussed with employees to address scheduled work and apparent or potential hazards,</li> <li>ii. Emergency procedures to be implemented in the event of an incident/injury,</li> <li>iii. Site safety and security, including displaying signs or other devices as necessary for employee and worksite safety,</li> <li>iv. Chemical handling and mixing of products and component systems may be toxic under certain conditions requiring that: <ul style="list-style-type: none"> <li>1. The Contractor conduct a hazard risk assessment and provide appropriate protective measures to ensure that product and component systems are handled only by trained and authorized personnel in strict accordance with the manufacturer's recommendations, and</li> <li>2. That equipment used to install the product and component systems shall be operated as recommended by the manufacturer only by personnel trained by the Contractor.</li> </ul> </li> </ul> </li> <li>c. Multi gas meters shall be worn or suspended in the work area to constantly monitor atmosphere conditions in the confined space</li> <li>d. Ventilation must be provided during any cutting or grinding operations</li> </ul> </li> </ul>
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**XII. TRAFFIC CONTROL PLAN**

<p>Traffic Control Plan</p>	<ul style="list-style-type: none"> <li>A. The Contractor shall submit a formal Traffic Control Plan (TCP) for any work herein.</li> <li>B. The TCP shall be compliant with the most relevant version of: <ul style="list-style-type: none"> <li>a. The Manual for Uniform Traffic Safety Devices (MUTCD),</li> <li>b. The rules and regulations of the New Jersey Department of Transportation (NJDOT),</li> <li>c. The Burlington County Board of Commissioners Policy, Procedures and Specifications Manual, and</li> <li>d. The rules and regulations of the local authority having jurisdiction or legal responsibility for the roadways to be occupied for said work.</li> </ul> </li> <li>C. Before any work commences on any roadway the Contractor shall submit to the Owner copies of the approved TCP's and road occupancy permits for inclusion in the contract files.</li> <li>D. All temporary traffic control zones, personnel, equipment, signage, etc. provided for any work herein shall be complaint with all the above agency documents.</li> <li>E. All persons performing traffic control shall be trained and if required certified to perform such function in compliance with all the above agencies.</li> </ul> <p>Traffic Control by Contractor:</p> <ul style="list-style-type: none"> <li>A. If the Contractor or a subcontractor is performing traffic control, the bid proposal shall include a lump sum cost for said services to include mobilization, personnel, equipment, signage, and demobilization.</li> </ul> <p>Traffic Control by Uniformed Officers:</p>
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	<p>A. Local law enforcement as the authority having jurisdiction or legal responsibility for the roadways to be occupied for such work shall have final determination if the presence of uniformed law enforcement are required to assist with traffic control.</p> <p>B. If uniformed law enforcement are required, the Contractor shall enlist said services under a written agreement between the Contractor and the employer(s) of the uniformed law enforcement.</p> <p>Owner's Reimbursement for Uniformed Traffic Control Costs:</p> <p>A. The Contractor will submit to the Owner a summary and copies of invoices received for uniformed law enforcement services (with no cost markup by Contractor) at the completion of all work herein and after final acceptance by the Owner.</p> <p>B. The Owner will pay the Contractor directly for only the total amount indicated on the summary of invoices for services rendered by uniformed law enforcement.</p> <p>a. The Owner will not pay any administrative or related costs added to the summary by the Contractor.</p> <p>Additional Traffic Costs:</p> <p>A. In all cases, the Owner shall not be responsible for any additional traffic control costs beyond the number of working hours recorded by the Owner's representative, or when scheduled work cannot be completed because of:</p> <p>a. Breakdown, failure, or unavailability of the Contractor's or subcontractor's equipment, etc., or</p> <p>b. Contractor's or subcontractor's staffing shortages, lateness, scheduling errors, work stoppages, etc. or</p> <p>c. The Contractor's or subcontractor's failure to complete scheduled work without a reason acceptable to the Owner, or</p> <p>d. Project delays directly related to the Contractor's or subcontractor's failure to perform work as specified herein, or</p> <p>e. Situations when the Contractor or subcontractor knew or should have known that forecasted adverse weather conditions have the potential to prohibit scheduled work, delay the start of scheduled work, or prevent the continuation of scheduled work, or</p> <p>f. The Contractor's or subcontractor's failure to notify uniformed law enforcement of a cancellation at least 2 hours prior to the start of schedule work, or</p> <p>g. Overtime costs directly related to any of the above, or</p> <p>i. The Contractor's or subcontractor's failure to perform work in a safe manner that results in a work stoppage because of worker injury requiring on or offsite treatment, an injury or near miss incident that requires investigation, or by any applicable regulatory agency, or</p> <p>j. The Contractor's or subcontractor's failure to perform work compliant with the manufacturer's recommendations, the reference standards herein, with the requirements of this specification, fails inspection, or considered unacceptable by the Owner that requires repair or replacement.</p>
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### **XIII. THE CONTRACTOR**

<p>Review of the Contract Documents and Field Conditions</p>	<p>The Contractor shall:</p> <p>A. Be and remain an independent Contractor with respect to all services performed hereunder. All goods and services to be provided, from the execution to the completion of the Contract, and until final acceptance, shall be under the charge and in the care of the Contractor and at its own risk.</p> <p>B. Accept full liability for the payment of all contributions or taxes for social security, unemployment insurance, federal withholding tax or retirement benefits, pensions, or annuities, now 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.</p> <p>C. Comply with all rules and regulations and other lawful requirements which are now or hereafter issued or promulgated under said respective laws by state or federal authorities.</p> <p>D. Indemnify and save harmless the Owner from any such contributions or taxes or liability thereof.</p> <p>E. Guarantee any or all materials and services supplied under these specifications.</p> <p>F. Bear all costs associated with replacing defective, rejected, or inferior items, including all costs for return freight for same.</p> <p>a. Obtain any applicable permits or licenses from any government entity that has jurisdiction to require or issue the same.</p> <p>G. The cost of obtaining all necessary permits shall be included in the bid price.</p> <p>H. Be solely responsible for all direct management, supervision compliance, and control of the work performed by its personnel and of any subcontractor personnel it may employ.</p> <p>I. Be responsible for determining the proper work methods and procedures to be used for assuring that such work is properly and safely undertaken and finished satisfactorily.</p> <p>J. Ensure all Contractor and subcontractor workers are properly licensed, permitted, qualified or trained as required to safely and efficiently perform the work assigned and operate the equipment to which they are assigned,</p> <p>K. Ensure all Contractor and subcontractor workers are physically able to complete their assignments free from any drug or substance abuse or dependence.</p> <p>a. The Owner may require, at its discretion, the replacement and removal from the work crew of any Contractor or subcontractor any employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the Owner and its employees.</p>
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	<p>L. The Contractor has a duty to thoroughly examine and be familiar with all the Contract Documents and the Project site.</p> <p>a. The Contractor shall be deemed to have verified all reasonably observable conditions to determine whether any conflict exists with the work the Contractor is required to perform under the Contract.</p> <p>b. If a condition changes from the time of the bid to the time of the issuance of the Notice to Proceed, the Contractor shall notify the Owner immediately.</p> <p>c. During the progress of the Work, the Contractor shall immediately report in writing any alleged error, inconsistency, ambiguity, or omission in the Contract Documents to the Owner.</p> <p>M. During the progress of the Work, the Contractor shall immediately report in writing any alleged error, inconsistency, ambiguity, or omission in the Contract Documents to the Owner.</p> <p>a. The Contractor shall not continue with any work that is affected by such alleged error, inconsistency, ambiguity, or omission until the Owner has had the opportunity to respond.</p> <p>b. Any error, inconsistency, ambiguity, or omission shall be addressed pursuant to appropriate procedures set forth in these General Conditions.</p> <p>N. Following notification of an alleged error, inconsistency, ambiguity or omission, the Owner may issue supplemental instructions for the proper execution of the work.</p> <p>a. The Contractor shall do no work without proper supplemental instructions.</p> <p>b. In giving such supplemental instructions, the Owner will have the right to direct the Contractor to make minor changes in the work without payment of additional monies.</p> <p>c. This provision is not intended to infringe upon or limit the Owner's authority to otherwise direct changes in the work described elsewhere in these general conditions.</p> <p>O. Where certain work is shown in complete detail but not repeated in similar detail in other areas of the drawings, or if there is an indication of continuation with the remainder being shown only in outlines, the work shown in detail shall be understood to be required in other like portions of the Project.</p> <p>a. Unless otherwise directed in writing by the Owner, the Contractor shall perform no portion of the work without appropriate approvals as may be applicable and required by the Contract Documents.</p> <p>b. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for the proper execution, protection, and completion of the work.</p>
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Accident/Incident Reporting	The Contractor shall immediately notify the Owner of <b>ALL</b> accidents and incidents arising out of, or in conjunction with, the Contractor's or subcontractor's performance of the work, whether on or adjacent to the facility, which caused personal injury, death, or property damage:
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Types of Injury	Description	Reporting Requirements
First Aid Injuries	Treated onsite, no offsite medical treatment	Written, 24 hours, full details, and witness statements
Serious Injuries	Immediate offsite treatment but no ADMITTANCE	Written, 8 hours, full details, and witness statements
Fatality	Within 8-hours of the occurrence	<b>OSHA:</b> Marlton: <u>856-596-5200, fax 856-596-5201, 24-hour hotline 800-321-6742, or report online: <a href="http://www.osha.gov">www.osha.gov</a></u> <b>NJPEOSH:</b> <u>24-hour hotline: 800-624-1644 and fax line: 609-292-3749</u>
Hospitalizations, amputations, loss of an eye	Within 24 hours of the occurrence	
Third Party Claims	Claims against the Contractor the cause of which is attributed to the Contractor's operations	Written, 24 hours, full details, and witness statements

Laws, Licenses, Permits, Regulations	<p>A. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work, and which are legally required at the time of receipt of bids.</p> <p>B. The work performed pursuant to this Contract is limited in scope as defined herein.</p> <p>C. The Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction in circumstances where activity could adversely affect adjacent property, public sidewalks and/or streets.</p> <p>D. Prior to commencing work, the Contractor shall request identification and mark-out of affected utilities as required by the Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq.</p> <p>E. If required by the Authority having jurisdiction, the Contractor shall perform all soil conservation measures in accordance with all local, county, or state Soil Conservation District requirements.</p> <p>F. The Contractor shall collect, remove, and dispose of all waste created during cleaning of sanitary sewer mains and manhole structures at the Owner's Rancocas Road wastewater treatment plant, 300 Rancocas Road, Mount Holly, NJ 08060 at no cost to the Owner.</p> <p>a. The Owner shall assume the cost for the disposal of waste materials collected by the Contractor with no charge back by the Owner to the Contractor.</p> <p>G. The Contractor shall be responsible for its own actions and protect, defend, and indemnify the Owner from all fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the Owner while the said work is in progress.</p> <p>H. The Contractor shall comply with all applicable statutes and regulations shall maintain accurate records of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the Contract.</p>
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	<ul style="list-style-type: none"> <li>a. If a conflict should exist with the requirements of OSHA, then the most stringent statute or pertinent provision shall apply.</li> <li>I. The Contractor shall comply with the Federal Occupational Safety and Health Act (OSHA) of 1970 and all the rules and regulations promulgated there under. <ul style="list-style-type: none"> <li>a. If the Contractor causes a substantial violation of a local, state, or federal statute or regulation on the Project, the Owner may declare the Contractor to be in default, and/or terminate the Contract.</li> </ul> </li> <li>J. All work required by this Contract shall be for the improvement of the Owner's sanitary sewer service system within the municipal boundaries of the communities served in the County of Burlington, State of New Jersey.</li> </ul>
<p>Responsibility for the Work</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>A. Be responsible to the Owner and to any separate Contractors and/or consultants without limitation for the acts, errors and omissions of its employees, subcontractors and their agents and employees that injure, damage, or delay other Contractors and/or consultants in the performance of their work.</li> <li>B. Be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the work, both temporary and permanent, and to all adjoining property.</li> <li>C. At its own expense, protect all finished work and keep the same protected until the Project (or identifiable portions thereof, that are declared as substantially complete and being used) is completed and accepted.</li> <li>D. Be responsible for safety and for any damage or injury which may result from the Contractor's failure or improper construction, maintenance, or operation.</li> </ul>
<p>Written Customer Notifications by Contractor</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>A. Establish a public notification program requiring the Contractor hand deliver a written notice to each affected property a minimum of two (2) days prior to performing any work to the sanitary sewer system advising of the: <ul style="list-style-type: none"> <li>a. Work to be conducted,</li> <li>b. Date and start time, and</li> <li>c. The estimated time the sanitary sewer main and customer sewer service lateral sewer will be off-line. <ul style="list-style-type: none"> <li>i. <b>The maximum amount of time a sanitary sewer main or customer sewer service lateral can be out of service shall be eight (8) hours.</b></li> </ul> </li> <li>d. The notice shall include an emergency contact number (monitored line) for the Contractor so that affected parties can call the Contractor to discuss the project or report any problems that might occur because of the work being performed.</li> </ul> </li> <li>B. Also provide a copy of all written notices three (3) days prior to performing work to the: <ul style="list-style-type: none"> <li>a. The Owner</li> <li>b. Burlington County Division of Traffic Engineering</li> <li>c. Municipal authority having jurisdiction</li> </ul> </li> <li>C. Make every effort to maintain service usage of the sanitary sewer system throughout the duration of the project.</li> <li>D. Personally contact any homeowner, business owner and Owner if a customer sewer service lateral connection cannot be reinstated within the time stated in the written notice.</li> </ul>
<p>Utilities</p>	<ul style="list-style-type: none"> <li>A. Before commencing any site work, the Contractor shall contact New Jersey One Call (1-800-272-1000) to request utility Markout of all underground utilities for the work areas specified herein. <ul style="list-style-type: none"> <li>a. The Contractor assumes all responsibility to protect aboveground and underground utilities and shall be responsible for all costs associated with the repair or replacement of same should they be damaged by the Contractors operations. <ul style="list-style-type: none"> <li>i. The Contractor shall not obliterate or cover up any markings designating utility facilities prior to excavation of that facility.</li> <li>ii. In the event a marking is obliterated, the Contractor shall notify the utility company to replace or restore the markings, which shall be completed at the Contractor's expense.</li> </ul> </li> <li>b. The Contractor prior to commencing any site work shall ensure that overhead utility lines are secured from contact or physical damage during construction.</li> <li>c. The Owner assumes no liability for the restoration of utilities damaged by the Contractor's operations as may be required by this contract.</li> </ul> </li> <li>B. The Contractor shall use proper caution when excavating in and around utility service facilities. <ul style="list-style-type: none"> <li>a. Machine excavation shall not come within one and one-half (1-1/2) feet from the designated location of a utility line except for pavement materials when in a roadway.</li> <li>b. After locating and verifying the location of the utility line utilizing hand tools, the Contractor may proceed with the careful use of power equipment.</li> </ul> </li> <li>C. If an underground facility is accidentally contacted or disturbed, the Contractor shall: <ul style="list-style-type: none"> <li>a. Immediately stop all work and notify the utility owner.</li> <li>b. Take protective measures as required by the utility owner.</li> <li>c. The Contractor shall reimburse the utility owner for all direct or indirect damage any utility structure in the prosecution of the Work.</li> <li>d. The liability of the Contractor is absolute and is not dependent upon any question or negligence on his part or on the part of his agents, servants, or employees.</li> <li>e. The absence of an order from the Owner directing the Contractor to take precautions, or</li> </ul> </li> </ul>

	<p>to refrain from performing any particular action, shall not excuse the Contractor in case of such damage.</p> <p>f. Special precautions shall be taken by the Contractor to protect his men, equipment and property of others while working in the vicinity of utilities.</p> <p>D. Damaged utilities will be repaired by the respective utility company before backfilling, all at the Contractor's expense.</p> <p>E. Where underground utilities, except for the Owner's existing sanitary sewer mains and manhole structures, conflict with the Contract work, the work involved in relocating or otherwise modifying such existing utilities will in general be performed by the respective utility companies.</p> <p>a. The Contractor shall provide every means of access to accommodate the utility companies in the performance of their work.</p> <p>b. The Contractor shall reimburse the utility company for the relocation work.</p> <p>c. If permitted by the respective utility, the Contractor may perform the necessary modifications.</p> <p>d. Additional earth excavation and backfill required for the relocation of utilities shall be provided by the Contractor unless otherwise required by the utility company.</p>
Working in Easements & Right-Of-Ways	<p>The Contractor shall:</p> <p>A. Consult with the Owner prior to removing or disturbing any tree, shrub, fence, sidewalk, building, structure, or improvement that may be encountered in the line of the work or easement.</p> <p>a. Maintain proper enclosures, barricades, warning signs, and lights as necessary.</p> <p>b. Contact the Owner and provide the widths and boundaries of all temporary and permanent easements obtained thereby prior to commencing construction.</p> <p>c. Not operate equipment or store materials on private property or outside the construction easement, without first having obtained consent from the property owner.</p> <p>d. All working easements within the areas given shall be delineated in the field prior to construction work.</p> <p>B. As soon as subsurface work on rights-of-way is completed, the Contractor shall restore private properties to their original conditions to the satisfaction of the property owners within 48-hours of completion.</p> <p>a. If the Contractor fails to repair or replace damaged or disturbed property within the prescribed period, the Owner may, upon 24 hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed, the cost thereof may be deducted from any monies due, or become due, the Contractor under this Contract.</p> <p>b. Or the Owner may deduct from any monies due, or to become due, the Contractor, under this Contract, a sum sufficient in the judgment of the Owner to reimburse the property owners of the property so damaged or injured.</p>
Preconstruction Meeting	The Contractor shall schedule a preconstruction meeting at the Owner's facility within ten (10) workdays after receipt of the executed Contract and Notice to Proceed from the Owner.
Commencement of Work	The Contractor shall schedule to commence site work within 30 calendar days of receipt of the executed Contract and Notice to Proceed from the Owner.
Confirmation of Materials	Contractor shall advise the Owner in writing within 5 calendar days of ordering required materials if supply chain issues might delay the start of any project phase or overall project completion within the Owner's estimated time frame.
Supervision	<p>The Contractor shall attentively supervise and direct the work.</p> <p>A. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.</p> <p>B. The Contractor shall employ a full-time competent superintendent and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the work.</p> <p>C. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor.</p> <p>a. The Owner reserves the right to require a change in superintendent if the superintendent's performance, as judged by the Owner, is deemed to be inadequate.</p> <p>D. Upon application in writing, and if deemed appropriate and expressly approved by the Owner, the requirement for a full-time superintendent may be waived.</p> <p>a. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman shall be binding upon the Contractor.</p> <p>b. The Contractor shall not employ people unfit or unskilled in the assigned area of work.</p> <p>E. The Contractor shall ensure that its subcontractors shall likewise have competent superintendents in charge of their respective portions of the work.</p> <p>a. Upon application in writing, and if deemed appropriate and expressly approved by the Owner, the requirement for a full-time superintendent may be waived.</p> <p>b. If such a waiver is permitted, the Subcontractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the subcontractor, and all communications given to the foreman shall be binding upon the subcontractor.</p> <p>F. The subcontractor shall not employ people unfit or unskilled in the assigned area of work.</p>

	<p>G. If it becomes apparent that a subcontractor does not have its portion of the work under control of a competent foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.</p> <p>H. The Contractor shall employ qualified competent craftsmen in their respective lines of work.</p> <p>a. The Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.</p>
Contractor – Subcontractor Relationship	<p>A. The Contractor acknowledges:</p> <p>a. Its full responsibility to the Owner for the acts and omissions of its subcontractors, lower tier subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that the Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it.</p> <p>b. It remains fully responsible for the proper performance of its Contract regardless of whether work is performed by the Contractor's own forces or by subcontractors engaged by the Contractor.</p> <p>c. That nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.</p> <p>d. Further, no subcontractor or material supplier shall be deemed an intended third-party beneficiary under this Contract.</p> <p>B. The Contractor and all subcontractors agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.</p> <p>C. The Contractor shall require, in its agreements with subcontractors and as a condition of agreement, that each subcontractor require in its agreement(s) with lower tier subcontractors and suppliers, that the subcontractor understands that:</p> <p>a. There is no contractual obligation of any kind between the Owner and subcontractor.</p> <p>b. The subcontractor's sole recourse lies with the Contractor and/or the surety, and not with the Owner.</p> <p>c. That each subcontractor and lower tier subcontractor is bound by the terms of the Contract and assume toward the Contractor all the obligations and responsibilities which the Contractor assumes, pursuant to the Contract.</p> <p>D. The Owner requires that each Contractor, except in the case of a single contractor, shall perform a minimum of 35 percent of the contract work by the Contractor's own forces.</p> <p>E. The Owner has the sole discretion to reduce this percentage:</p> <p>a. Depending upon nature and circumstances in a particular case, or</p> <p>b. If the Owner determines that doing so would be in the best interests of the Owner, and</p> <p>c. Provided that the Bidder submits a written request with the original bid proposal.</p>
Assignments	<p>A. The Contractor shall not assign all or any part of this Contract to any subcontractor that was not included on the Bidders list of subcontractors without the written consent of the Owner.</p> <p>a. Money due (or to become due) the Contractor hereunder shall not be assigned for any purpose whatsoever without the written consent of the Owner.</p>
Access Roads and Walkways	<p>A. The Contractor shall:</p> <p>a. Provide and maintain unobstructed traffic lanes through the work area as reasonably required to safely perform the work and as required by the authority having jurisdiction.</p> <p>a. Provide and maintain all reasonably required safety devices.</p> <p>b. Remove debris, gravel, mud, or any other site materials as necessary to provide and maintain the access roadbed and pedestrian ways in serviceable condition.</p> <p>c. Ensure that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces.</p> <p>d. Will clean road surfaces without additional cost to the Owner.</p> <p>e. Be held accountable for any citations, fines, or penalties imposed on the Owner for failing to comply with local rules and regulations related to site and off-site maintenance.</p>
Light and Power	<p>The Contractor is responsible for providing adequate illumination and power source(s) for the work area to meet the minimum requirements of OSHA regarding temporary light and power.</p>
Equipment and Materials	<p>A. The Contractor warrants that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all work will be of good quality, free from faults, defects, and installed in conformance with the contract and manufacture's recommendations.</p> <p>B. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Owner.</p> <p>C. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.</p> <p>a. This warranty shall be in addition to but not in lieu of any other warranty or guarantee provided for in the Contract.</p> <p>D. The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the work and shall store them so as not to cause interference with the orderly progress of the Project.</p> <p>E. The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power and mechanical appliances and all other means, materials, and supplies for properly executing the work under this Contract, unless expressly specified otherwise in the contract documents.</p> <p>F. The Contractor shall have its representatives accept delivered materials.</p>

	<ul style="list-style-type: none"> <li>a. The Owner's employees and/or representatives will not accept materials, nor will Owner agency employees and/or representatives be responsible for damage, theft, or disappearance of the Contractor's materials, equipment, tools, or other property.</li> <li>G. Products manufactured in the United States shall be used in this work, whenever available. <ul style="list-style-type: none"> <li>a. Wherever practicable, preference shall be given to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the Owner.</li> </ul> </li> <li>H. No materials, equipment, or supplies shall be purchased by the Contractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. <ul style="list-style-type: none"> <li>a. This clause shall be a condition included in all agreements between the Contractor and its Subcontractors.</li> </ul> </li> <li>I. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all such material, equipment and supplies used by it in the work, free from all liens, claims, or encumbrances.</li> </ul>
Temporary Staging and Storage Facilities	<p>The Owner will at no additional cost to the Contractor allow for the staging and storage of the Contractor's equipment and materials required to complete the work herein at its wastewater treatment facility, 26 Maple Avenue, Lumberton, NJ, a secure facility that is also monitored by security cameras.</p> <ul style="list-style-type: none"> <li>A. The Contractor shall maintain the assigned area in a neat, orderly manner free of trash, debris, etc.</li> <li>B. The Contractor agrees to reimburse the Owner for any restoration and repair costs (including material and labor) to repair or replace physical damage caused by the Contractors use of the facility.</li> </ul>

**XIV TECHNICAL SPECIFICATIONS - GENERAL**

General	<ul style="list-style-type: none"> <li>A. The Contractor shall provide: <ul style="list-style-type: none"> <li>a. Materials,</li> <li>b. Labor,</li> <li>c. Equipment,</li> <li>d. Traffic control,</li> <li>e. Bypass pumping and/or diversion of flows,</li> <li>f. Cleaning,</li> <li>g. Measurement and close circuit television (CCTV) inspection of sewers to be rehabilitated,</li> <li>h. CIPP installation,</li> <li>i. Reconnection of customer service connections,</li> <li>j. Quality controls,</li> <li>k. Samples for performance of material tests,</li> <li>l. Final television inspection,</li> <li>m. Testing of the rehabilitated pipe system,</li> <li>n. Warranty work and</li> <li>o. Other work, as specified herein.</li> </ul> </li> </ul>
Description of Work and Product Delivery	<ul style="list-style-type: none"> <li>A. The products furnished shall be a complete CIPP system including specific materials, applicable equipment and installation procedures.</li> <li>B. The installed CIPP shall: <ul style="list-style-type: none"> <li>a. Be continuous and jointless from manhole to manhole or access point to access point,</li> <li>b. Extend the full length of the original sanitary sewer main,</li> <li>c. Provide a structurally sound, jointless and water-tight new pipe-within-a-pipe,</li> <li>d. Be free of defects that will affect the long-term life and operation of the sanitary sewer main</li> <li>e. Not leak at the manholes or through the wall of the installed CIPP, <ul style="list-style-type: none"> <li>i. If the host sanitary sewer main is in groundwater, the use of end seals shall be included to prevent infiltration tracking between the host sanitary sewer main and CIPP and leaking into the CIPP at manholes.</li> </ul> </li> <li>f. Be designed for a life of 50 years or greater and an equal service life unless specifically specified otherwise by the Owner,</li> <li>g. Be designed for partially deteriorated conditions to resist external groundwater pressures only or for fully deteriorated conditions for a structural standalone pipe, and</li> <li>h. Comply with the chemical resistance requirements of the relevant ASTM standard(s) F1216, or ASTM D5813 (Section 6.4.1), ASTM F1743 or ASTM F2019.</li> </ul> </li> <li>C. All existing and confirmed active customer sewer service lateral connections shall be reinstated robotically to their original shape and to 90% - 95% of their original area. <ul style="list-style-type: none"> <li>a. All over-cut or under-cut customer sewer service laterals connections shall be properly repaired to meet the requirements of these specifications.</li> </ul> </li> <li>D. All materials furnished as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this contract. <ul style="list-style-type: none"> <li>a. Defects found shall be repaired or replaced by the Contractor at no cost to the Owner.</li> </ul> </li> <li>E. The Contractor shall furnish, from the project installation, samples, marked with chain of custody information such as project name, section, date, diameter and thickness, etc., for product testing at the request of the Owner. <ul style="list-style-type: none"> <li>a. The Owner shall take possession of the samples for testing and shall maintain the chain of custody.</li> <li>b. At Owners discretion Owner shall deliver the samples to an approved laboratory and pay for material and product testing performed under this contract.</li> </ul> </li> <li>F. The Contractor shall conduct installation operations and schedule cleanup in a manner:</li> </ul>

	<ul style="list-style-type: none"> <li>a. To cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses and property owners or tenants, and</li> <li>b. To provide an environmentally safe and restored job site.</li> <li>G. The installation of the CIPP nor the products of manufacture, resin, or related materials used by the Contractor shall: <ul style="list-style-type: none"> <li>a. Cause adverse effects to any of the Owner's sanitary sewer mains, sewer pump stations, or treatment facilities or damage the sanitary system in any way,</li> <li>b. Not result in the formation or production of detrimental compounds or by-products at the wastewater treatment plants or receiving waters, or</li> <li>c. Cause damage to, or blockage or overflow, of the Owners underground infrastructure, sewer pump stations, or wastewater treatment plants.</li> <li>d. Notify the Owner of any by-products, odors, etc. produced because of the installation operations,</li> <li>e. Test and monitor the levels according to the product manufacturer's recommendations and</li> <li>f. Comply with any federal, state or local air monitoring requirements for such issues.</li> </ul> </li> <li>H. Contractor recordkeeping shall include but not be limited to: <ul style="list-style-type: none"> <li>a. All materials furnished shall be marked with product information, stored in a manner as specified by the manufacturer.</li> <li>b. Samples from the CIPP installation shall be marked with chain of custody information and shall be collected at the request of the Owner.</li> <li>c. For CIPP installation, a complete and accurate record of materials installed/applied shall be prepared by the Contractor.</li> <li>d. The record shall include the date, identifying the sanitary manhole segment from manhole to manhole, and quantities of rehabilitation components installed based on Bid Item descriptions.</li> <li>e. Quality assurance documentation and the products and installations and installation procedures shall be prepared and submitted by the Contractor as required herein.</li> <li>f. Testing and warranty inspections shall be executed by the Owner at no cost to the Contractor.</li> </ul> </li> <li>I. Defects shall be repaired or replaced by the Contractor as required in the contract documents at no additional cost to the Owner.</li> <li>J. Items of work not specifically mentioned herein which are required, by the Contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.</li> </ul>
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References	<p>The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. References to codes and standards shall be to the latest revised version.</p> <ul style="list-style-type: none"> <li>✓ ASCE MOP 145 – Design of Close-Fit Liners for the Rehabilitation of Gravity Pipes</li> <li>✓ ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube</li> <li>✓ ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)</li> <li>✓ ASTM - D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials</li> <li>✓ ASTM - F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using the UV-Light Curing Method</li> <li>✓ ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics</li> <li>✓ ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe</li> <li>✓ Guideline for the Safe Use and Handling of Styrene-Based Resins in Cured-in-Place Pipe, NASSCO. 2023.</li> <li>✓ Trenchless Technology Center at Louisiana Tech, 2019. NASSCO CIPP Emissions Phase 2: Evaluation of Air Emissions from Polyester Resin CIPP with Steam Cure</li> <li>✓ Trenchless Technology Center at Louisiana Tech, 2023. NASSCO CIPP Emissions Phase 3 "Evaluation of Styrene Emissions Associated with Various CIPP Coatings in Refrigerated Storage" Final Report</li> </ul>
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**TECHNICAL SPECIFICATIONS - PRODUCTS**

Materials	<ul style="list-style-type: none"> <li>A. Bidders are responsible for carefully reviewing each item of the specification to determine their ability to comply.</li> <li>B. Each bid shall include a complete materials list of all materials proposed to be furnished and installed under this section including: <ul style="list-style-type: none"> <li>a. Specifications and other data required to demonstrate compliance with these specifications,</li> <li>b. The manufacturer's shop drawings showing dimensions of the distribution transformer, hardware, wiring diagrams, appurtenances, and installation details, etc.</li> <li>c. The manufacturer's current recommended installation procedures, including all other data needed to ensure proper installation and operation of the distribution transformer.</li> </ul> </li> <li>C. All equipment, appurtenances, and hardware herein referenced shall be designed, fabricated, and assembled in accordance with the best modern engineering and shop practices as follows: <ul style="list-style-type: none"> <li>a. The design, mechanical and operational ratings of the equipment herein specified shall be equal to or exceed the performance requirements specified,</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>b. Where specific performance requirements are not set forth herein and published industry standards address the subject, the design, mechanical and operational ratings of the equipment herein specified shall meet or exceed the published industry standard requirements,</li> <li>c. Shall conform in design, strength and quality of material and workmanship to the highest of engineering practices,</li> <li>d. Individual parts shall be manufactured to standard sizes and gauges so that repair parts can be installed in the field,</li> <li>e. All mechanisms or parts shall be amply proportioned for the stresses which may occur during operation, and</li> <li>f. Materials shall be suitable for the service conditions anticipated in a sanitary sewer system.</li> </ul> <p>D. All specified items shall be considered "or equivalent".</p> <ul style="list-style-type: none"> <li>a. In any circumstance where the Bidder takes "Exception To" or requests a "Substitution To" the specification for consideration by the Owner, the Bidder shall complete the applicable sheets contained herein.</li> <li>b. Failure to explain any variations from the bid specifications to the Owner's satisfaction shall be cause for rejection of the bid as non-responsive.</li> </ul> <p>E. The cured CIPP product must meet the chemical resistance requirements specified as referenced in the relative ASTM standard(s) F1216, ASTM F1743, ASTM D5813 (Section 6.4.1), or ASTM F2019.</p> <ul style="list-style-type: none"> <li>a. The tested product should be the same type of tube and resin used on the project.</li> <li>b. Chemical resistance testing is a qualification test that is typically completed by the resin manufacturer who then certifies that the product meets the specified requirement.</li> </ul> <p>F. Materials shipped to the project site shall be accompanied by test reports certifying that the material conforms to the appropriate ASTM standards listed herein.</p> <ul style="list-style-type: none"> <li>a. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage.</li> <li>b. Damage includes, but is not limited to: <ul style="list-style-type: none"> <li>i. Gouging,</li> <li>ii. Abrasion,</li> <li>iii. Flattening,</li> <li>iv. Cutting,</li> <li>v. Puncturing, or</li> <li>vi. Ultra- violet (UV) degradation. <ul style="list-style-type: none"> <li>1. Damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.</li> </ul> </li> </ul> </li> <li>c. On-site storage locations shall meet the manufacturers' requirements.</li> </ul> <p>G. Preference shall be given to products manufactured and assembled in the United States of America.</p>
<p>Tube</p>	<p>A. The liner shall be constructed of materials and methods that, when installed, shall provide a continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long-term basis as required in the specifications.</p> <ul style="list-style-type: none"> <li>a. The tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, felt/carbon fiber, carbon fiber or fiberglass and meet the material requirements of ASTM F1216, ASTM F1743, or ASTM F2019 and ASTM D5813 as applicable.</li> <li>b. The tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections.</li> <li>c. The Contractor shall submit certified information from the tube manufacturer on the nominal void volume in the felt fabric that will be filled with resin or the recommended saturation rates using the proposed resin.</li> </ul> <p>B. The wet-out tube ("liner") shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.</p> <p>C. The tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference of the original pipe.</p> <ul style="list-style-type: none"> <li>a. Allowance shall be made for circumferential stretching during installation.</li> <li>b. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to tolerate circumferential changes to fit irregular pipe sections and negotiate bends.</li> <li>c. The Contractor shall: <ul style="list-style-type: none"> <li>i. Determine the minimum tube length necessary to effectively span the designated run between manholes.</li> <li>ii. Verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin to ensure that the tube will have sufficient length to extend the entire length of the run.</li> <li>iii. Measure the inside diameter of the existing pipelines in the field prior to ordering tube so that the CIPP can be installed in a tight-fitting condition.</li> </ul> </li> </ul> <p>D. The outside and/or inside layer of the tube (before inversion/pull-in, as applicable) shall be coated or covered with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.</p> <p>E. No material shall be included in the tube that may cause delamination in the cured CIPP.</p>

	<ul style="list-style-type: none"> <li>a. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube and the activated resin containing a colorant, if a colorant is utilized.</li> <li>F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. <ul style="list-style-type: none"> <li>a. The color contrast shall be sufficient to distinguish between the fully resin saturated tube and dry or resin lean areas.</li> </ul> </li> <li>G. Seams in the tube, if applicable, shall meet the requirements of section 7.1 of ASTM F1743.</li> <li>H. The outside of the tube shall be marked at a maximum of every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.</li> <li>I. The minimum length of the tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run out for the installation process.</li> <li>J. The nominal tube wall thickness shall be constructed, as a minimum, to sufficient thickness that exceeds the required design thickness for that section of installed CIPP. <ul style="list-style-type: none"> <li>a. Wall thickness transitions may be fabricated into the tube between installation entrance and exit access points.</li> <li>b. The volume of resin used in the impregnation shall be sufficient to fully saturate the tube.</li> </ul> </li> </ul>				
Resin	<ul style="list-style-type: none"> <li>A. In felt tube CIPP, the resin is the structural pipe.</li> <li>B. In reinforced tube CIPP, the resin is important in providing the structural matrix so that the reinforcing fibers can significantly increase the CIPP's mechanical properties. <ul style="list-style-type: none"> <li>a. It is imperative that the applicable resin for the pipe's flow characteristics be specified and delivered to the wet-out facility.</li> <li>b. Any alternative resin proposed or substituted by the Contractor must be tested and certified to meet the contract specifications.</li> <li>c. The inspector should verify that the specified or approved resin is supplied by the Contractor and correct amount of resin is added to the tube at the wet-out facility. <ul style="list-style-type: none"> <li>i. This information can be verified from the spectroscopic wavelength diagram of the resin, the tube wet-out report and standard resin saturation charts furnished from the suppliers of the resin and tube.</li> </ul> </li> </ul> </li> <li>C. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy resin and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or ASTM F2019, the mechanical properties herein, and those which are to be utilized in the design of the CIPP for this project. <ul style="list-style-type: none"> <li>a. The resin, specified for the specific application defined in the contract documents, shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.</li> </ul> </li> <li>D. The resin to tube ratio, by volume, shall be furnished as recommended by the CIPP tube manufacturer</li> </ul>				
Structural Requirements	<ul style="list-style-type: none"> <li>A. The calculated design thickness typically determines the minimum installed CIPP thickness. <ul style="list-style-type: none"> <li>a. However, in small diameter CIPP, such as 8", the calculated thickness may be quite small depending upon the design loads.</li> <li>b. The minimum installed CIPP thickness in these cases should consider the minimum thickness required for maintenance activities such as pressure jetting and abrasion and damage from materials and objects in the pipe flow.</li> <li>c. Also, the risk of leakage through the CIPP wall increases as the wall becomes thinner.</li> <li>d. Under these circumstances, a minimum wall thickness greater than the calculated design thickness may be prudent.</li> <li>e. The type of CIPP product, for example felt or glass tube, should be considered.</li> </ul> </li> <li>B. The mechanical properties and physical characteristics of the finished CIPP will vary considerably, depending on the types and mixing proportions of the materials used and the degree of cure executed. <ul style="list-style-type: none"> <li>a. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein or as submitted in the PWS.</li> </ul> </li> <li>C. The CIPP shall be designed as per ASTM F1216 Appendix X1, ASTM F2019 Appendix X1, or ASCE MOP 145. <ul style="list-style-type: none"> <li>a. The CIPP design shall assume no bonding to the original pipe wall.</li> </ul> </li> <li>D. The long-term (50 year extrapolated) Creep Retention Factor shall be set at 50% of the initial design flexural modulus as determined by ASTM D790 test method. <ul style="list-style-type: none"> <li>a. This value shall be used unless the Contractor submits long-term test data (ASTM D2990) to substantiate a higher retention factor.</li> </ul> </li> <li>E. The cured pipe material ("CIPP") shall, at a minimum, meet or exceed the mechanical properties, as listed below or as submitted in the PWS.</li> </ul>				
Minimum Mechanical Properties	<b>Property</b>	<b>Test Method</b>	<b>Cured Composite Per ASTM F1216 or F1743</b>	<b>Cured Composite Per ASTM F1216 or F1743</b>	<b>Cured Composite Per Design</b>
	Flexural Modulus of Elasticity	ASTM D790	250,000 psi	Declared Value but not less than 725,000 psi	Contractor Value

	Flexural Strength	ASTM D790	4,500 psi	Declared Value but not less than 15,000 psi	Contractor Value																
<p>A. The required CIPP wall thickness shall be based, as a minimum, on the mechanical properties of the cured composite and in accordance with the design equations contained in Appendix X1 of ASTM F1216, Appendix X1 of ASTM F2019, or ASCE MOP 145 and the following design parameters:</p> <table border="1"> <tr> <td>Design Safety Factor</td> <td>2.0 (1.5 for pipes 36" or larger, if applicable)</td> </tr> <tr> <td>Creep Retention Factor</td> <td>50% or otherwise verified by test data</td> </tr> <tr> <td>Ovality</td> <td>2% or as measured by field inspection</td> </tr> <tr> <td>Constrained Soil Modulus</td> <td>Per AASHTO LRFD Section 12 and AWWA Manual M45</td> </tr> <tr> <td>Groundwater Depth</td> <td>As specified or indicated on the Plans</td> </tr> <tr> <td>Soil Depth (above the crown)</td> <td>As specified or indicated on the Plans</td> </tr> <tr> <td>Live Load</td> <td>Highway, railroad, airport or permanent structures as applicable</td> </tr> <tr> <td>Soil Load</td> <td>(assumed) 120 lb./cu. ft. or as specified</td> </tr> </table> <p>B. The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system.</p> <p>a. Certified material test results shall be included that confirm that materials conform to these specifications and/or the pre-approved system.</p> <p>b. Materials not complying with these requirements will be rejected.</p> <p>C. The design soil modulus may be adjusted based on data, determined from project soil testing results, as provided by the Owner in the contract documents.</p>						Design Safety Factor	2.0 (1.5 for pipes 36" or larger, if applicable)	Creep Retention Factor	50% or otherwise verified by test data	Ovality	2% or as measured by field inspection	Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45	Groundwater Depth	As specified or indicated on the Plans	Soil Depth (above the crown)	As specified or indicated on the Plans	Live Load	Highway, railroad, airport or permanent structures as applicable	Soil Load	(assumed) 120 lb./cu. ft. or as specified
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**TECHNICAL SPECIFICATIONS - PREPARATION**

General	<p>A. The construction requirements cover on-site activities needed for proper installation of the CIPP product.</p> <p>a. Construction activities (cleaning, inspection, measurement, bypass, etc.) shall be explained in the PWS.</p> <p>b. Inspection and testing requirements, during construction, shall be defined for the Contractor and the inspector in the PWS.</p> <p>B. The Contractor shall keep wet-out and curing logs for inspection by the Owner.</p>
Construction Requirements	<p>A. The Contractor may, under the direction of the Owner, utilize existing manholes in the project area as installation access points.</p> <p>B. The Contractor shall furnish a detailed traffic control plan with necessary labor and equipment.</p> <p>a. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control.</p>
Site Maintenance	<p>The Contractor shall:</p> <p>A. Not operate equipment or machinery having crawler tracks or other heavy treads that could mark or damage the roadway or pavements.</p> <p>a. If required, such equipment or machinery should be moved to suitable pontoons or trailers or operated on heavy planking or other suitable platforms.</p> <p>B. Be responsible for repairing any damage resulting from the Contractor's operations at his expense, or repairs will be made by others, and the cost of such repairs will be charged against the Contractor.</p> <p>C. Remove dirt and other materials from roadways that have been spilled, washed, or tracked, whenever the accumulation is sufficient to cause the formation of mud or interfere with drainage, damage pavements, create a traffic hazard or unwarranted condition.</p> <p>D. Maintain the worksite site to an acceptable standard of cleanliness for the safety and protection of all workers and in compliance with any prevailing governmental regulations in place at the time work is completed.</p> <p>E. Store equipment and materials to allow maximum access that does not impede traffic or drainage, while providing the required protection of materials.</p> <p>F. Minimize accumulation of scrap, debris, waste material, and other items not required for this work and provide adequate storage for all items awaiting removal from the job site.</p> <p>G. During any suspension of the work, make passable and open to traffic, such portions of the project and roadways or portions thereof as may be agreed upon between the Contractor and the Police Departments in which the work is being performed.</p>
Cleaning of Mains	<p>A. Before ordering tube materials for the project, the Contractor shall:</p> <p>a. As applicable or as directed by the Owner, either plug or install a flow bypass pumping system to properly clean the sanitary sewer main.</p> <p>b. Use high pressure cleaning equipment to remove debris from inside the sanitary sewer main that will interfere with the installation and the final product delivery of the CIPP.</p> <p>c. Take every precaution necessary when using cleaning equipment to avoid damage to the existing sanitary sewer main.</p> <p>d. Repair any damage sanitary sewer main caused by the cleaning equipment/process at no additional cost to the Owner prior to the installation of the CIPP.</p> <p>e. Remove and dispose of solid debris and deposits from the system at the Owners Rancocas Road wastewater treatment facility. 300 Rancocas Road, Mount Holly at no cost to the Owner.</p> <p>f. Not move material from manhole section to manhole section during the cleaning process.</p> <p>g. Take every precaution necessary when using cleaning equipment to avoid damage to the existing sanitary sewer main.</p>

	<ul style="list-style-type: none"> <li>h. Accurately measure and document the diameter and length and condition of the existing sanitary sewer main to be rehabilitated.</li> <li>B. The Contractor shall: <ul style="list-style-type: none"> <li>a. Clean the entirety of the sanitary sewer mains with either hydraulically powered equipment, high-velocity jet cleaners or mechanically powered equipment, to include root-cutting or grinding equipment, so that all internal debris, roots, foreign materials, grease, conditions of any nature, protruding customer sewer service laterals (CSSL) etc. which would render the interior surfaces unsuitable to receive the CIPP, coatings, chemical grouting materials and other work required by this contract shall be removed from the sanitary sewer.</li> <li>b. Provide a jetting/vacuum machine capable of delivering sufficient pressure to remove all debris, roots, grease, and other foreign materials and provide root-cutting or grinding equipment to clean all conditions that might be encountered.</li> <li>c. Perform all jetting against the flow of the sewer unless otherwise directed.</li> <li>d. Clean each sewer main from manhole structure to manhole structure to the extent that no further material is observed being dislodged from the pipe into the manhole structure.</li> <li>e. Should there be evidence of roots in the material or other obvious indicators, the Contractor shall employ the use of a root cutting device to be inserted against the flow and cutter attached at upstream manhole so that all root cutting shall be with the flow.</li> </ul> </li> <li>C. Customer Sewer Service Lateral (CSSL) Trimming <ul style="list-style-type: none"> <li>a. The Contractor shall: <ul style="list-style-type: none"> <li>i. Provide a lateral cutting tool to cut, trim or grind protruding laterals to the inner wall surface of the sewer main to the extent that no further pipe projection is observed on the inner circumference and longitudinal lengths of the sewer mains that could prohibit the proper installation and curing of the CIPP.</li> <li>ii. Maintain a log of CSSL trimming.</li> <li>iii. Collect and remove all demolished material from the downstream manhole and disinfect any area where overflow or spillage occurred on the roadway or public way.</li> <li>iv. Dispose of all materials removed during the cleaning process at the Owner's facility at 300 Rancocas Road, Mount Holly.</li> </ul> </li> </ul> </li> <li>D. Work without interruption until completion of the work.</li> <li>E. Complete all work in the presence of the Owner's assigned personnel.</li> <li>F. Keep a log of all sewer mains cleaned and note the conditions encountered in each with particular emphasis on obstructions and locations of these obstructions, and areas of inflow and infiltration.</li> </ul>
<p>Bypass, Flow Diversion and Service Interruption Plan</p>	<ul style="list-style-type: none"> <li>A. The Contractor shall submit a flow diversion and interruption plan to the Owner at least 7 (seven) days prior to commencing any work that coordinates diversion, sewer bypass, plugging, and flow interruptions <ul style="list-style-type: none"> <li>a. This Plan shall provide for the flow of existing mainline and customer sewer service lateral connection flow around the section or sections of sanitary sewer main designated for CIPP installation.</li> <li>b. Pump and bypass lines shall be of adequate capacity and size to handle peak flows.</li> <li>c. If plugging is used, the sanitary sewer main flow must be monitored at regular intervals to prevent backup of sewage into adjacent properties.</li> <li>d. Customer sewer service lateral connections may be plugged, if required, only after proper notification to the affected properties.</li> <li>e. Customer sewer service lateral connections may not remain plugged overnight.</li> </ul> </li> <li>B. The Contractor shall: <ul style="list-style-type: none"> <li>a. Be responsible for all bypass pumping operations of effected pump stations, manhole, etc. required for the proper completion of all work required by this specification.</li> <li>b. Coordinate all bypass pumping operations with the Owner to minimize the potential for an interruption of sewer service, backup, overflow, etc.</li> <li>c. Dispose of all waste collected during bypass pumping operations at the Owner's Rancocas Road Wastewater Treatment Plant, 300 Rancocas Road, Mount Holly, NJ at no additional cost to the Owner.</li> <li>d. Drain all bypass pumps and hoses back into the sanitary sewer system.</li> <li>e. Be responsible for and assume all liability to quickly and properly mitigate any damage that occurs from bypass pumping operations, including blockages, spills, overflows, etc., at no additional cost to the Owner.</li> <li>f. Be responsible for and assume all liability for payment of any fines or other penalties that may arise because of all adverse conditions that might occur from bypass pumping operations at no additional cost to the Owner.</li> </ul> </li> <li>C. If dewatering is required, the Contractor shall: <ul style="list-style-type: none"> <li>a. Be responsible to operate and maintain a complete dewatering system as necessary to convey water away from the sewer mains and manhole structures to permit the proper installation and curing of CIPP in the sewer mains:</li> <li>b. Construct, install, operate, maintain, seal, abandon and document all dewatering wells/well points in accordance with the applicable New Jersey Department of Environmental Protections (NJDEP) rules and the referenced regulatory documents.</li> <li>c. Obtain a Dewatering Well Permit for those dewatering wells requiring a permit.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>d. Keep daily logs and reports, and record all necessary data regarding flow, discharge, and water quality.</li> <li>e. Collect and contain for proper disposal water removed from sewer mains and manholes.</li> <li>f. Storm sewer inlets within the discharge areas shall be provided with perimeter hay bales or other appropriate siltation control measures.</li> </ul> <p>D. Installation of the CIPP shall not begin until the Contractor has installed the required plugs, or a sewage bypass system, and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows, if required.</p> <p>E. Once the installation has begun, existing flows shall be maintained, until the CIPP is fully cured, cooled down, fully televised and the CIPP ends finished.</p>
<p>Post Cleaning CCTV Inspection</p>	<p>A. The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Perform post-cleaning video inspections of the sewer mains.</li> <li>b. Only permit PACP certified personnel trained in locating defects, obstacles and service connections by closed circuit television to perform the inspection.</li> <li>c. Provide to the Owner a copy of the pre-cleaning and post-cleaning video and suitable log, in digital format, for review prior to installation of the CIPP and for later reference by the Owner.</li> </ul> <p>B. The Contractor shall use a solid-state color sewer CCTV camera with remote adjustable optical focus and automatic light compensating iris of a professional or industrial grade that can record audio simultaneously:</p> <ul style="list-style-type: none"> <li>a. To inspect the interior of the sewer mains after pressure cleaning to determine overall condition of mains,</li> <li>b. Identify any condition (holes, voids, etc.) that in the Contractor's opinion may prevent proper installation of the impregnated tube and/or ability to properly accept CIPP, and</li> <li>c. The location of customer sewer service lateral connections to the sewer main that require trimming, repairs etc.</li> </ul> <p>C. The Contractor shall within one (1) week of completing initial pressure cleaning of manhole structures and sewer mains and removal of all debris, submit to the Owner CCTV (with audio) inspection results recorded at the same time as the video recording and shall have the same information as displayed on the viewing screen.</p> <ul style="list-style-type: none"> <li>a. Files shall be delivered using a format (drop box, share point, etc.) as directed by the Owner.</li> <li>b. A hardcopy record for shall also be provided for review by the Owner</li> <li>c. The narrative shall include a Statement of Determination specific to: <ul style="list-style-type: none"> <li>i. The overall condition of the sanitary sewer mains and manhole structures,</li> <li>ii. If the CIPP system as proposed is the best solution and will work as required, and</li> <li>iii. If there is a need for point repairs.</li> </ul> </li> <li>d. No additional work can commence until review and approval by the Owner</li> </ul> <p>D. If the sewer main is deemed by the Owner to be unsuitable for repair, grouting or lining, the contractor will be compensated for the CCTV inspection at prices quoted.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall work with the Owner to correct any such conditions to allow for proper installation of the CIPP.</li> <li>b. The Owner will rely on the Contractor's knowledge and expertise of installing CIPP to determine what, if any, type of repairs must be made to allow for the proper installation of the CIPP.</li> </ul> <p>E. If the pre-installation inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Owner shall secure the services of an insured underground contractor to uncover and remove or repair the obstruction.</p> <ul style="list-style-type: none"> <li>a. The Owner reserves the right to use the awarded Contractor if same can provide confirmation of adequate experience and qualifications as an underground contractor.</li> </ul> <p>F. The Contractor shall coordinate with the Owner's excavator so as not to delay the progress of work.</p> <ul style="list-style-type: none"> <li>a. Repairs requiring excavation shall be completed prior to mobilization for lining.</li> </ul>
<p>Obstructions and Protrusions</p>	<p>A. The Contractor shall be responsible to:</p> <ul style="list-style-type: none"> <li>a. Clear the sanitary sewer main of obstructions or protrusions that will interfere with the installation and long-term performance of the CIPP.</li> </ul> <p>B. If pre-installation inspection reveals a misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the Owner to correct the problem(s) prior to installation by utilizing open cut repair or other approved methods.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall be compensated for this work under a contingency pay item designated for open cut point repairs.</li> </ul>
<p>Sewer Service Laterals</p>	<p>A. The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Be responsible for confirming and recording the locations of all customer sewer service connections prior to installing the CIPP. <ul style="list-style-type: none"> <li>i. If the status of a service connection cannot be adequately defined, the Owner will make the final decision, prior to installation of the CIPP, as to the status.</li> </ul> </li> <li>b. Reestablishing and reopening active customer sewer service connections deemed to a minimum of 90% - 95% of the original opening.</li> </ul>
<p>Potable Water</p>	<p>A. The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide a potable water supply by establishing an agreement with New Jersey American Water (NJAW).</li> <li>b. Abide by all NJAW rules and regulations stipulated in the agreement.</li> </ul>

	<p>c. At no cost to the Owner, repair any damage to any fire hydrant as a direct result of the Contractors use.</p>
<p>Identification, Repair &amp; Prevention of Water Infiltration, Holes, and Voids</p>	<p>A. During post cleaning CCTV inspection, the Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Identify, field locate and record all sources of ground water infiltration, holes, or voids present in the existing sanitary sewer main, such as PACP defects coded "infiltration gusher" or multiple "runners"</li> <li>b. Record the distance from both upstream and downstream manholes to each infiltration source, hole or void,</li> <li>c. Record the length, width and depth of each infiltration source, hole or void such that approximate volume of fill material may be calculated, and</li> <li>d. Record the location of each infiltration source, hole or void in the sewer crown stated in clock position as viewed from downstream.</li> </ul> <p>B. The Contractor shall submit to the Owner the location and characteristics of the infiltration sources, holes, and voids and recommendations of how each should be addressed prior to installation of the CIPP liner.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall consider the following when making recommendations to the Owner: <ul style="list-style-type: none"> <li>i. The CIPP manufacturer's approved method of mitigating such issues in consideration of the CIPP liner selected,</li> <li>ii. Standards referenced herein, including but not limited to ASTM, NASSCO, PACP, etc.</li> </ul> </li> </ul> <p>C. Options to control resin loss and contamination, maintain CIPP thickness, prevent mechanical property reduction, and prevent inadequate curing of the CIPP resulting from water or other contamination of the resin during installation may include:</p> <ul style="list-style-type: none"> <li>a. Installation of a pre-liner (plastic tube) to fit the existing sanitary sewer main and shall be continuous from manhole (access) to manhole (access) or</li> <li>b. Packer low-pressure injection chemical grouting that is injected into the voids around the mainline pipe, joints, and lateral connections.</li> </ul> <p>D. NASSCO provides two (2) specific Grouting Specifications:</p> <ul style="list-style-type: none"> <li>a. Pre-Rehabilitation Grouting (ICGC-33-01-30.61t): Focused on stopping water to prepare for lining.</li> <li>b. Capital Grouting (ICGC-33-01-30.61): Focused on long-term structural stabilization and creating a water-tight seal outside the pipe.</li> </ul> <p>E. NASSCO also provides three (3) Void Filling Best Practices:</p> <ul style="list-style-type: none"> <li>a. Address Infiltration first: If groundwater enters through joints, it brings with it backfill material, causing voids and loss of structural stability.</li> <li>b. Lateral Connections: The annulus between the liner and host pipe must be sealed, especially at lateral connections, after reinstatement.</li> <li>c. Repair Defects: Any voids found between the liner and the host pipe after CIPP installation should be repaired based on manufacturer recommendations.</li> </ul> <p>F. Contractor shall perform all work in a manner to ensure that water infiltration, holes and voids are properly addressed to ensure the structural integrity and life cycle of the CIPP liner.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall submit the proposed method of repair including pressures that will not collapse the CIPP and air release method to be employed, to the Owner for review before material is installed.</li> </ul>

**TECHNICAL SPECIFICATIONS - INSTALLATION**

<p>CIPP Installation</p>	<p>A. The CIPP shall be installed and cured in the host pipe per the manufacturer's specifications and in accordance with the applicable ASTM standards as may be modified herein.</p> <p>B. CIPP Liner:</p> <ul style="list-style-type: none"> <li>a. The liner shall be positioned in the pipeline using the method specified by the manufacturer.</li> <li>b. Care should be exercised not to damage the liner during installation.</li> <li>c. The liner should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point in accordance with ASTM F1216, ASTM F1743, or ASTM F2019, and the manufacturer's recommendations.</li> </ul>
<p>Curing</p>	<p>A. When Using Hot Water or Steam Cure:</p> <ul style="list-style-type: none"> <li>a. Prior to installation and as recommended by the manufacturer to monitor temperature of the CIPP wall and to verify correct curing, temperature monitors can be placed between the host pipe and the CIPP in the bottom of the host pipe (invert) at manholes or access points and/or throughout its entire length (continuous) to monitor the temperature on the outside of the CIPP during the curing process.</li> <li>b. CIPP and/or host pipe interface temperature shall be monitored and logged during cure.</li> </ul> <p>B. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure procedure and/or schedule.</p> <ul style="list-style-type: none"> <li>a. The curing source or in and output temperatures shall be monitored and logged during the cure cycles.</li> <li>b. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.</li> </ul> <p>C. The Contractor shall consider the CIPP wall thickness and the existing ground conditions regarding temperature, moisture level, and thermal conductivity of soil prior to and during the CIPP installation and curing process.</p>

	<p>D. If any temperature sensor or continuous sensor location does not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations.</p> <p>E. For continuous temperature monitoring, the system computer should have an output report that specifically identifies stations along the length of pipe, indicates the maximum temperature achieved and the sustained temperature time at the stations.</p> <p>F. At each station along the length of the pipe, the computer should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.</p>
Cool Down	<p>A. Proper cool down of CIPP is important to help minimize CIPP shrinkage and cracking.</p> <p>B. The temperature profile and times required should be provided as a part of the cure schedule.</p> <p>C. Short cuts that reduce the cool down time are prohibited.</p> <p>D. The Contractor shall:</p> <ol style="list-style-type: none"> <li>a. Cool the CIPP in accordance with the approved CIPP manufacturer's recommendations.</li> <li>b. Monitor and record temperatures and curing data throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP system manufacturer's recommendations.</li> </ol>
Finish	<p>A. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination.</p> <p>B. The CIPP shall be impervious and free of leakage through the CIPP wall.</p> <p>C. Any defect which will or could affect the structural integrity or strength of the CIPP shall be repaired at the Contractor's expense.</p> <p>D. Ends of the CIPP shall be sealed at manholes and at customer sewer service connection openings with a sealing material compatible with the pipe end and shall provide a watertight seal.</p> <p>E. If any of the service connections leak water between the host pipe and the installed CIPP, the connection mainline interface shall be sealed to provide a leak tight connection.</p> <p>F. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP system.</p>
Manhole Connections and Customer Sewer Service Laterals	<p>A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP, shall be applied at manhole/wall interface prior to installation of the CIPP in accordance with the CIPP System manufacturer's recommendations.</p> <p>B. Existing customer sewer service laterals shall be robotically reconnected by the Contractor after the CIPP has been installed, fully cured, and cooled down.</p> <p>C. It is the Contractor's responsibility to make sure that all active service connections are reconnected.</p> <ol style="list-style-type: none"> <li>a. Reconnections may be made with a tee fitting or other approved method in accordance with CIPP System manufacturer's recommendations.</li> <li>b. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.</li> <li>c. A CCTV camera and remote cutting tool shall be used for internal reconnections.</li> </ol> <p>D. The machined opening shall be at least 90 to 95 percent of the service connection opening area and the bottom of both openings must match.</p> <ol style="list-style-type: none"> <li>a. The edges of the opening shall not have pipe fragments or CIPP fragments which may obstruct flow or snag debris.</li> <li>b. In all cases the service connection shall be cut flush with the invert entering the main line.</li> <li>c. If service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection.</li> <li>d. No additional compensation will be paid for the repair of over-cut service connections.</li> </ol> <p>E. Coupons or fragments of CIPP material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site.</p> <ol style="list-style-type: none"> <li>a. Coupons may not be allowed to pass through the system.</li> </ol>
Testing – Owners Discretion	<p>A. At the Owners' discretion and cost, the mechanical properties and thickness of the installed CIPP may be verified through field sampling and laboratory testing.</p> <ol style="list-style-type: none"> <li>a. All materials for testing shall be furnished by the Contractor to the Owner for testing.</li> <li>b. All materials testing shall be performed at the Owner's expense by an independent third-party laboratory selected by the Owner as recommended by the CIPP manufacturer.</li> <li>c. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents, or as submitted in the PWS.</li> <li>d. The Contractor shall provide samples for testing to the Owner from the actual installed CIPP.</li> <li>e. Samples shall be provided from each section of CIPP installed or as required by the Owner.</li> <li>f. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags.</li> <li>g. All curing, cutting and identification of samples will be witnessed by the Owner and transmitted by the Owner's representative as specified, and sent to the testing laboratory.</li> <li>h. Flat plate samples can be taken on pipelines greater than 18 inches in diameter, if specified.</li> <li>i. Identification on the samples shall include markings indicating the direction of reinforcement when used in tube construction and shall be standard chain of custody markings.</li> <li>j. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.</li> </ol>

	<ul style="list-style-type: none"> <li>k. In all cases where laboratory test results confirm the installed CIPP does not meet the manufacturer's or recognized standard properties tested do not meet the minimum chemical, hydraulic, mechanical and thickness requirements, the Contractor shall repair or replace the CIPP at no additional cost to the Owner.</li> <li>l. The Contractor shall also be responsible for all additional costs assessed by the laboratory for compliance testing of the repaired or replaced CIPP</li> <li>m. Final payment for the project shall be withheld pending receipt and approval of the test results.</li> </ul> <p>B. Chemical resistance:</p> <ul style="list-style-type: none"> <li>a. The CIPP system installed shall meet the chemical resistance requirements of the relevant ASTM standard(s) F1216, or ASTM F1743, ASTM D5813 (section 6.4.1), or ASTM F2019.</li> <li>b. CIPP samples tested shall be of the tube and the specific resin proposed for actual construction.</li> <li>c. It is required that CIPP samples without plastic coating meet these chemical testing requirements.</li> <li>d. A certification may be submitted, by the Contractor, from the manufacturer verifying that the chemical resistance of the CIPP meets the contract requirements.</li> </ul> <p>C. Hydraulic Capacity:</p> <ul style="list-style-type: none"> <li>a. The installed CIPP shall, at a minimum, be equal to the full flow capacity of the original pipe before rehabilitation.</li> <li>b. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.</li> </ul> <p>D. CIPP Thickness:</p> <ul style="list-style-type: none"> <li>a. Shall be measured for each line section installed as per the ASTM requirements specified.</li> <li>b. The CIPP thickness shall have tolerance of minus 5%.</li> </ul>
Final Inspection and Acceptance	<ul style="list-style-type: none"> <li>A. CIPP sample testing and repairs to the installed CIPP, as applicable, shall be completed before final acceptance, meeting the requirements of these specifications, and documented in written form.</li> <li>B. The Contractor shall perform a CCTV inspection using conventional pan-and-tilt TV camera or sidewall scanning technology in the presence of the Owner after installation of the CIPP and reconnection of the customer sewer service laterals per PACP requirements. <ul style="list-style-type: none"> <li>a. Final CCTV inspection should be performed using water jets to eliminate standing water in sags and bellies while the line is being televised.</li> <li>b. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of standing water to provide continuous visibility during the inspection.</li> </ul> </li> <li>C. The finished CIPP shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, lifts, holes, leaks and other defects that are not a reflection of the existing pipe condition.</li> <li>D. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the CIPP installation.</li> <li>E. The data shall note the inspection date, location of all reconnected customer sewer service laterals debris, as well as defects in the CIPP, including, but not limited to, gouges, cracks, bumps, or bulges.</li> <li>F. If post installation inspection documentation is not submitted within ten (10) working days of the CIPP installation, the Owner may, at its discretion, suspend further installation of CIPP until the post-installation documentation is submitted.</li> <li>G. As a result of this suspension, no additional working days will be added to the contract, nor will adjustment be made for increased in cost.</li> <li>H. Immediately prior to conducting the CCTV inspection, the Contractor shall clean the newly installed CIPP removing debris and build-up that may have accumulated at no additional cost to the Owner.</li> </ul>
Site Restoration	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>A. At the completion of all work, as directed by the Owner, County of Burlington or the municipal authority having jurisdiction: <ul style="list-style-type: none"> <li>a. Repair, restore or replace any public or private property disturbed or damaged by the Contractor's operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified.</li> </ul> </li> <li>B. The cost of such work whether performed by the Contractor or by others, shall be at the Contractor's expense.</li> </ul>

**XV EXPLANATION OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH SEALED BID**

**All items in this section identified by  must be included with the sealed bid proposal. FAILURE to include may be cause for rejection of the proposal**

<input checked="" type="checkbox"/> Bidder Checklist	Pursuant to N.J.S.A. 40A:11-23.1 &23.2) all Bidders must complete this form submit with their proposal.
<input checked="" type="checkbox"/> Bidder Exception Form	<p>Bidder's taking "Exception" to these specifications for consideration by the Owner must be fully explained on the Bidder Exception Form included herein, noting section and item.</p> <ul style="list-style-type: none"> <li>A. The completed Bidder Exception Form shall be included with the sealed bid proposal. <ul style="list-style-type: none"> <li>a. Bidder's must note all exceptions requested Bidder Exception Form provided herein.</li> </ul> </li> <li>B. Where no exception is taken; the word "<b>None</b>" shall be neatly printed or typed on the Bidder Exception Form. <ul style="list-style-type: none"> <li>a. If no exception is taken, the selected Bidder shall supply all materials exactly as specified herein. <ul style="list-style-type: none"> <li>i. <b>No Exceptions will be permitted after receipt of bids.</b></li> </ul> </li> </ul> </li> </ul>

	<p>C. If a Bidder makes an exception to the Owner's required delivery date, they must note the exception on the attached Bidder Exception Form.</p>
<input checked="" type="checkbox"/> Bidder Request for "Equivalent" Substitutions to Technical Specifications Form	<p>If in the opinion of the Owner the "Equivalent" alternate product, component, feature, or part does not meet the intent of technical specifications regarding reliability, efficiency, functional capability, or other system parameters, the Owner reserves the right to reject the "Equivalent" alternate product, component, feature, or part.</p> <p>A. All Bidders requesting substitutions to the Technical Specifications herein shall complete the Request for "Equivalent" Substitutions to Technical Specifications Form as directed herein and included with the sealed bid proposal.</p> <p>B. Evaluation and approval of "Equivalent" products, components, features, or parts is the exclusive province of the Owner.</p> <p>C. The Owner won't evaluate or approve "Equivalent" products, components, features, or parts prior to the bid opening.</p> <p>D. The Owner will not consider "Equivalent" products, components, features, or parts that in the Owner's opinion will require substantial revision to this specification or pre-existing installed equipment.</p> <p>E. The Owner's Rules and Regulations officially adopted by its Board indicated the following:</p> <p>a. "Evaluation and approval of substitute hardware, materials and equipment is the exclusive province of the Owner.</p> <p>b. The Owner will not evaluate or approve substitute hardware, materials, and equipment in advance of the bid.</p> <p>c. The Owner will not consider substitutions that will require substantial revision to the existing installed equipment."</p> <p>d. The Owner's decision shall be final.</p> <p>F. Upon delivery of the specified equipment, the Owner shall be provided with any attachments, accessories, or tools necessary for the proper operation of the equipment herein specified, even if not directly mentioned in this specification.</p>
<input checked="" type="checkbox"/> Acknowledgment of Receipt of Addenda, Bulletins, Clarification, Corrections, Explanation, Information, Interpretation, or Omissions	<p>If Noticed by the Owner, all Bidders are required to include said Notice with the sealed bid proposal.</p>
<input checked="" type="checkbox"/> Manufacturer's Technical Product Data	<p>Submit the manufacturer's technical product data and installation instructions for all materials and products to complete the work required herein.</p> <p>A. All materials specified herein shall be covered by a certificate of guarantee furnished by the Bidder and signed by an officer of the material manufacturer.</p> <p>B. All materials and products offered by Bidders shall be commercially available from reputable manufacturers acceptable to the Owner.</p>
<input checked="" type="checkbox"/> Shop Drawings	<p>Submit shop drawings showing materials and details of connections to existing manhole structures and existing customer sewer service laterals, installation methods and methods for "cutting out" existing customer sewer service laterals.</p>
<input checked="" type="checkbox"/> Design Calculations	<p>Submit liner design calculations in accordance with ASTM 1216 latest revision for each pipe segment; signed and sealed by a professional engineer.</p>
<input checked="" type="checkbox"/> Installation Plan	<p>Submit liner installation plan for each shot to include shot sequence and associated bypass pumping or pump &amp; haul plan.</p>
<input checked="" type="checkbox"/> Curing Schedule	<p>Submit curing schedule for each shot to include heating, curing and cool-down times.</p>
<input checked="" type="checkbox"/> Prevailing Wage Act Acknowledgement & Wage Information	<p>Anyone interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) P.L. 1999, c.238-N.J.S.A. 34:11-56.48 et seq.)</p> <p>A. The New Jersey Division of Wage and Hour Compliance Public Contracts Section regulates the payment of prevailing wage rates on public work projects through:</p> <p>a. The distribution of a prevailing wage rate determination for each trade, craft, and classification,</p> <p>b. The routine site inspections of public construction projects,</p> <p>c. The implementation of fines and penalties to offenders, and</p> <p>d. The debarment from bidding and working on public works projects for three (3) years for those contractors determined to be serious offenders.</p> <p>B. The Act and regulations require every Contractor or subcontractor who performs public work for a public body to maintain the following records for each worker:</p> <p>a. Name, address, social security number, craft, or trade,</p> <p>b. Hourly rate of pay, based on the actual daily, overtime and weekly hours worked in each craft or trade,</p> <p>c. Gross pay, itemized deductions, and net pay paid to the employee,</p> <p>d. Any fringe benefits paid to approved plans, funds, or programs on behalf of the employee, and</p> <p>e. Fringe benefits paid in cash to the employee.</p>

- f. These records must be preserved for a two-year period from the date of payment and shall be open at all reasonable hours to the public body awarding the Contract, to any other party to the lease or agreement to lease pursuant to which the public work is done and to the Commissioner of Labor and Workforce Development.
- C. The Contractor shall:
  - a. Be familiar with and adhere to ALL requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and shall sign and submit with the sealed bib the Contractor Certificate & Prevailing Wage Compliance form included herein.
  - b. 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.
  - c. Comply with all requirements of the labor laws of the State of New Jersey applicable to contracts on behalf of the Owner for construction, alteration, or repair of any building or public work.
  - d. List a specific job title for each employee working under the provisions of this contract.
  - e. Pay the applicable minimum prevailing wage rates in effect for Burlington County or State of New Jersey at that date on which the Contract is awarded for the performance of the work described herein.
  - f. Applicable rates may change quarterly and must be kept current.
  - g. Submit a certified payroll record on the form set forth in N.J.A.C. 12:60-6.1(c) to the Owner within ten (10) days of the payment of the wages.
  - h. Obtain and submit all subcontractors' certified payroll records within the time allotted.
  - i. Post the prevailing wage rates for each craft and classification involved as herein determined in a prominent and easily accessible place at the site of the work or at such place or places as are used to pay workmen their wages.
  - j. Shall ensure compliance by all subcontractors with the above posting provision.
- D. The Owner:
  - a. Shall retain the right to terminate the Contractor's or subcontractor's right to proceed with the work, or to such part of the work as to which the failure to pay prevailing wages applies, and
  - b. May prosecute the work to completion or otherwise, leaving the Contractor and its Sureties liable to the Owner for any excess costs occasioned thereby.
- E. New Jersey Department of Labor and Workforce Development Prevailing Wage Information by Trade, County of Burlington, Statewide Rate Package (where indicated)
  - a. The following is a list of trades (and their respective rates) the Owner believes might be involved in the completion of work required by this specification.
  - b. The Owner cannot attest to the fact the list is "all-inclusive" of the involved trades (and their respective rates) nor will the Owner be liable for same.
  - c. Bidders assume full responsibility to include a formal list of all trades they intend to use for this project and their respective prevailing wage rates as published by the New Jersey Department of Labor and Workforce Development.

**New Jersey Department of Labor and Workforce Development Prevailing Wage: Prevailing Wage Rate Determination**

	Deputy Foreman	Foreman	Journeyman	Apprentice Rate Schedule								
				Interval	Period & Rates							
<b>Bricklayer, Stone Mason, Cement Mason</b>	W52.60	W57.35	W49.60	6-Months	40%	50%	55%	60%	65%	70%	75%	80%
	B38.68	B38.68	B38.68		Benefits	4.66	5.83	6.41	6.99	25.90	27.73	29.57
<b>Heavy &amp; General</b>	T91.28	T96.03	T88.28	1000 Hrs	60%	70%	80%	90%				
				Benefit	25.08 for all intervals							

Bid Proposal & Related Forms

The forms provided herein shall be completed neatly and legibly in their entirety, signed by the Bidders authorized representative and supplemented with supporting documentation as is required for any exceptions or substitutions being requested by the Bidder and included with the sealed bid proposal.

Bid Guaranty

- A. Each Bidder shall submit with its sealed bid a Bid Security in the form of either a certified check, cashier's check, or Bid Bond in the amount of ten percent (10%) of the total price bid, but not more than \$20,000, payable unconditionally to the Owner.
  - a. The Bid Bond shall be properly filled out, signed, witnessed, and accompanied by a copy of the power of attorney executed by the surety company, or companies authorized to do business in the State of New Jersey and acceptable to the Owner.
  - b. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.
    - i. Attorneys-in-fact who sign bid bonds or Contract bonds must file a certified power-of-attorney with the Owner indicating the effective date of that power.
- B. If the Bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a Contract, then such Bidder and the bid bond surety, where applicable, shall be obligated to pay to the Owner the difference between the amount of the bid and the amount which the Owner contracts to pay another party to perform the work.
  - a. The Bidder and the surety shall pay, upon demand, the entire amount of the Owner's difference in cost.

	<ul style="list-style-type: none"> <li>b. Should there be a deficiency exceeding the bid deposit, the Bidder shall make immediate payment to the Owner for any such deficiency.</li> <li>c. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the Contractor.</li> </ul> <p>C. All Bid Security, except the security of the three (3) apparently lowest responsible Bidders, shall be returned unless otherwise required by the Bidder, within ten (10) working days after the opening of the Bids and the Bids and such Bidders shall be considered as withdrawn.</p> <ul style="list-style-type: none"> <li>a. Within three (3) working days after the awarding and signing of the Contract and the approval of the Selected Bidder's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned to them (N.J.S.A. 40A:11-24).</li> </ul> <p>D. The check or bond of the selected Bidder to whom the Contract is awarded shall be retained until a Contract is executed and the required Performance Bond or other security is submitted.</p> <p>E. The check or bond of the selected Bidder shall be forfeited if the Bidder fails to enter a Contract with the Owner pursuant to N.J.S.A. 40A:11-21.</p>
<input checked="" type="checkbox"/> Consent of Surety	<p>A. Each Bidder shall submit its sealed 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 Owner stating that it will provide the Bidder with a Performance Bond in the full amount of the bid.</p> <ul style="list-style-type: none"> <li>a. This certificate shall be obtained in order to confirm that the selected Bidder to whom the Contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of the selected Bidder, any or all subcontractors 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 N.J.S.A. 40A:11-22.</li> </ul>
<input checked="" type="checkbox"/> Bidder Affidavit	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Non-Collusion Affidavit	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Statement of Ownership Disclosure	<p>A. The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.</p> <ul style="list-style-type: none"> <li>a. 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 (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.</li> <li>b. The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.</li> </ul>
<input checked="" type="checkbox"/> W-9 Form	A properly completed (neat and legible) form shall be included with the sealed bid proposal.
<input checked="" type="checkbox"/> New Jersey Business Registration Certificate Required	<p>A. Bidders must include a State Division of Revenue issued Business Registration Certificate with the sealed bid proposal.</p> <p>B. N.J.S.A. 52:32-44.b – Requires that business organizations seeking to do business with the Owner be registered with the New Jersey Department of the Treasury's Division of Revenue prior to the time a contract or purchase order is awarded or authorized.</p> <ul style="list-style-type: none"> <li>a. Each prime contractor shall receive and maintain the names and current addresses of all subcontractors performing the Owner's contract work for the Contractor.</li> </ul> <p>C. N.J.S.A. 52:32-44.c – Requires that subcontractors must be registered with the New Jersey Department of the Treasury's Division of Revenue and provide evidence thereof to the prime contractor before being permitted by the prime contractor to sign a subcontract under a contract with the Owner.</p> <ul style="list-style-type: none"> <li>a. Each subcontractor shall forward such information and proof of their business registration to the Contractor for review and approval prior to the commencement of work by subcontractors in accordance with the express provisions of the binding contract.</li> </ul>
<input checked="" type="checkbox"/> New Jersey Public Works Contractor Registration (PWCRA)	<p>The Owner requests that all Bidders include valid certificates with the sealed bid proposal.</p> <p>A. The PWCRA and the Prevailing Wage Act applies to:</p> <ul style="list-style-type: none"> <li>a. All "Public Works Contracts" exceeding the Owner's prevailing wage threshold of two thousand (\$2,000),</li> <li>b. All contracts for which public bidding is required, as well as those for which quotations are received, and</li> <li>c. All emergency work: <ul style="list-style-type: none"> <li>i. An emergency that affects the public health, safety, or welfare,</li> <li>ii. Involves imminent peril to life or property, and</li> <li>iii. That requires immediate delivery of the performance of service.</li> </ul> </li> </ul> <p>B. The Prevailing Wage Act and the PWCRA require that:</p> <ul style="list-style-type: none"> <li>a. All named Contractors in a bid proposal (including out-of-state contractors) be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received, or the proposal will be determined to be non-responsive.</li> </ul>

	<ul style="list-style-type: none"> <li>i. All Contractors submit certificates after a bid proposal is received and prior to awarding the contract.</li> <li>ii. All named subcontractors in a bid proposal (including out-of-state subcontractors) be registered with the Department of Labor's Division of Wage and Hour Compliance at the time the proposal is received, or the proposal will be determined to be non-responsive.</li> </ul> <p>b. After bid proposals are received, and prior to the Contract award by the Owner, the Contractor most likely to receive the contract award must submit to the Owner copies of certifications of all listed subcontractors.</p> <ul style="list-style-type: none"> <li>i. Applications for registration shall not be accepted as a substitute for a certificate of registration.</li> </ul> <p>C. The Owner must review the certificates to confirm they were in effect at the time the bid proposals were received.</p> <ul style="list-style-type: none"> <li>a. Non-listed subcontractors must be registered with the Department of Labor's Division of Wage and Hour Compliance prior to physically starting public work assigned to them.</li> </ul> <p>D. Additional information on the PWCRA can be obtained from the Contractor Registration Unit, Division of Wage and Hour Compliance, New Jersey Department of Labor: <a href="http://www.nj.gov/labor/lssc/lspubcon.html">www.nj.gov/labor/lssc/lspubcon.html</a></p>
<input checked="" type="checkbox"/> Project Specific Subcontractor & Material Suppliers List	<p>A. In accordance with N.J.S.A. 40A:11-16, the <i>Bidder shall submit</i> a list of all subcontractors to whom the Bidder will subcontract the furnishing of:</p> <ul style="list-style-type: none"> <li>a. Plumbing and gas fitting and all kindred work,</li> <li>b. Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work,</li> <li>c. Electrical work,</li> <li>d. Structural steel and ornamental iron work, and</li> <li>e. All other work required for the completion of the project.</li> </ul> <p>B. All subcontractors must be qualified in accordance with N.J.S.A. 40A:11-16.</p> <p>C. Whenever a bid sets forth more than one subcontractor for any of the categories (1) through (5) specified above in this section:</p> <ul style="list-style-type: none"> <li>a. The Bidder shall submit with the bid a certificate signed by the Bidder listing each subcontractor named in the bid for that category.</li> <li>b. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the Contract.</li> <li>c. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors.</li> <li>d. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.</li> <li>e. If a Bidder does not submit a certificate or certificates to the Owner, his bid shall be deemed non-responsive and be rejected.</li> </ul> <p>D. Department of Labor Contractor Registration and New Jersey Business Registration Certificate are required for all Subcontractors.</p> <p>E. If the Owner has objection to any proposed or approved subcontractor and/or material supplier, the Contractor shall substitute another subcontractor and/or material supplier acceptable to Owner.</p> <ul style="list-style-type: none"> <li>a. Under no circumstances shall the Owner be obligated for additional cost for such substitution.</li> </ul> <p>F. After the acceptance of bids and award of a Contract, the Contractor shall make no substitution for any subcontractor person or firm previously selected and approved, without prior written approval from the Owner.</p> <p>G. A Contractor seeking to substitute a subcontractor or firm shall provide written request for substitution no less than fourteen (14) calendar days prior to the execution of work by the subcontractor or material supplier.</p> <ul style="list-style-type: none"> <li>a. Approval of a subcontractor or material supplier by the Owner shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract.</li> </ul> <p>H. The approval of a subcontractor or material supplier does not imply approval of any construction, material, equipment, or supplies.</p>
<input checked="" type="checkbox"/> Debarred, Suspended, & Disqualified Bidder Certification	<p>The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.</p>
<input checked="" type="checkbox"/> Project Specific Bidder Qualification Form	<p>Qualification of Bidders</p> <p>A. If the Selected Bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in New Jersey, the award of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in New Jersey and complying with the laws of State in that regard.</p> <ul style="list-style-type: none"> <li>a. This filing must be made with the Division of Revenue.</li> <li>b. No award of contract will be made until the Division of Revenue confirms this authorization.</li> </ul> <p>B. At the time of the bid due date, the Bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48, et seq.</p> <ul style="list-style-type: none"> <li>a. In the case of a single bid for all the work, the Bidder shall include in the bid the names of its principal subcontractors the Bidder anticipates will be used to complete the work required herein.</li> </ul> <p>C. The Owner reserves the right to reject a Bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Owner, adversely affects the responsibility</p>

	<p>and/or the capability of the Bidder to undertake and to complete the work, regardless of the Bidder's previous qualification or classification.</p> <p>a. The Owner may conduct any investigation as it deems necessary to determine the Bidder's responsibility and capacity, and the Bidder shall furnish all information and data for this purpose as requested by the Owner.</p> <p>D. The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.</p>
<input checked="" type="checkbox"/> Project Specific Bidder Reference Form	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Project Specific Equipment Certification Form	Bidders shall submit a completed Equipment Certification, in the form provided in this Specification and same shall be made a part of the Contract Documents.
<input checked="" type="checkbox"/> Disclosure of Contributions – NJ ELEC Commission	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Disclosure of Investment Activities – Iran	<p>A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act.</p> <p>a. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.</p> <p>B. If the Owner determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the Owner shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).</p> <p>a. The Owner may also report to the Authority Solicitor or Special Counsel, as appropriate, the name of that person, together with its information as to the false certification, and the Authority Solicitor or Special Counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.</p> <p>C. The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.</p>
<input checked="" type="checkbox"/> Disclosure of Prohibited Activities in Russia & Belarus	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Certification of Affirmative Action	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.
<input checked="" type="checkbox"/> Small, Minority, & Women Owned Business Enterprises	The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the sealed bid proposal.

**XVI EXPLANATION OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH EXECUTED CONTRACT**

<p><i>Items identified by ✓ must be included with the executed contract.</i></p> <p><b>FAILURE to include may prohibit the OWNER from issuing a Notice to Proceed.</b></p>	
✓ Contracts & Bonds	<p><u>Performance Bond:</u></p> <p>A. The Contractor 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.</p> <p>a. 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.</p> <p>b. The Surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.</p> <p>c. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.</p> <p>d. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.</p> <p>e. The Performance Bond provided shall not be released until final acceptance of the entire work to be performed under this contract and then only if any liens or claims have been satisfied and required two (2) Maintenance Bond has been executed and approved by the Owner.</p> <p><u>Labor &amp; Materials Bond:</u></p> <p>A. The Contractor shall, with the delivery of the Performance Bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.</p> <p>a. Failure to submit a labor and material bond with the Performance Bond shall be cause for declaring the contract null and void.</p> <p><u>Maintenance Bond:</u></p>

	<p>A. The Contractor shall upon acceptance of the work submit a Maintenance Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER, in the amount of 10% guaranteeing against defective work or materials for the period of two (2) Years.</p>
✓ NJ Anti-Discrimination Certification	<p>The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the executed Contracts.</p>
✓ Mandatory Affirmative Action Certification	<p>The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the executed Contracts.</p>
✓ Americans with Disabilities Act (ADA) of 1990 Acknowledgement	<p>The form provided herein shall be completed neatly and legibly in its entirety, signed by the Bidders authorized representative and included with the executed Contracts.</p> <p>A. The Contractor shall comply with the Americans with Disabilities Act as it applies to this Contract and agrees that the provisions of Title II of the Act are made a part of this Contract.</p> <p>B. The Contractor shall indemnify and hold harmless the Owner from all claims, suits or actions and damages or costs of every name and description to which the Owner may be subjected, including counsel fees and expenses of suit or defense, by reason of any violation by the Contractor with this Act.</p>
✓ Insurance Requirements	<p><u>Worker's Compensation and Employer's Liability Insurance</u></p> <p>A. This insurance shall be provided in not less than the statutory limits and shall be maintained in force during the life of this Contract by the Contractor covering all employees engaged in performance of this Contract in accordance with the applicable statute.</p> <p><u>General Liability Insurance</u></p> <p>A. This insurance shall be provided with limits of not less than \$2,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage and shall be maintained in force during the life of this Contract by the Contractor.</p> <p><u>Automobile Liability Insurance</u></p> <p>A. This insurance covering bidder for claims arising from owned, hired, and non-owned vehicles shall be provided with limits of not less than \$2,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$2,000,000 each accident for property damage and shall be maintained in force during the life of this Contract by the Contractor.</p> <p><u>Pollution Liability Insurance</u></p> <p>A. This insurance shall be maintained in force during the life of the Contract by the Contractor with limits of not less than \$5,000,000.00 liability/umbrella to include coverage concerning spills and erroneous delivery as required by USDOT, \$2,000,000 per pollution incident/\$3,000,000 annual aggregate.</p> <p>a. This insurance shall provide coverage for bodily injury, including death; loss of damage to property, including loss of use of damaged property or of property that has been physically injured; cleanup and monitoring costs and expenses incurred in the investigation, defense, or settlement of claims.</p>
✓ Certificates of the Required Insurance	<p>A. Certificates as listed above shall be submitted along with the Contract as evidence covering</p> <ol style="list-style-type: none"> <li>a. Comprehensive General Liability</li> <li>b. Comprehensive Automobile Liability</li> <li>c. Worker's Compensation and</li> <li>d. Employer's Liability, and</li> <li>e. Pollution Liability Insurance. <ol style="list-style-type: none"> <li>i. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Owner as an additional insured.</li> </ol> </li> </ol>
✓ Indemnification	<p>A. The Contractor will indemnify and hold harmless the Owner from all claims, suits or actions and damages or costs of every name and description to which the Owner may be subjected, including counsel fees and expenses of suit or defense, by reason of injury to the person or property of another, or the property of the Owner, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this Contract.</p> <p>B. 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 Owner 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 any operations under this Contract, from whatsoever source or cause.</p> <p>a. All insurance required by this Contract shall name the Owner as an additional insured.</p> <p>C. 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.</p> <p>D. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner <u>with the executed Contract</u>.</p> <p>a. 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.</p> <p>E. All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.</p> <p>Item A - Workmen's Compensation and/or Employer's Liability Insurance as required/specified by State Law.</p>

- Item B - Contractor's Direct Bodily Injury Liability Insurance.
  - Item C - Contractor's Direct Property Damage Liability Insurance.
  - Item D - Contractor's Protective Bodily Injury Liability Insurance.
  - Item E - Contractor's Protective Property Damage Liability Insurance.
  - Item F - Owner's Protective Bodily Injury Liability Insurance naming the Owner as insured.
  - Item G - Owner's Protective Property Damage Liability Insurance naming the Owner as insured.
  - Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work under this Contract.
  - Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work under this Contract.
  - Item J - Builder's Risk Fire and Extended Coverage Insurance for the full amount of this contract on a "Complete Value" form naming as insured the Owner and the 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, 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.
  - Item K - Pollution Liability Insurance
- F. The following special hazards shall be included in the above stated insurance coverage:
- a. Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage attributed to:
    - i. Explosion and Blasting
    - ii. Collapse or injury to structures
    - iii. Damage to underground structures or conduits
- G. If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I 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 required by this Contract.
- H. The required extent and limits of the types of insurance required from the Contractor for this Contract are as follows:
- a. All Bodily Injury Insurance required by Items B, D, F and H in the amount of \$2,000,000 each occurrence, \$2,000,000 in the aggregate.
  - b. All Property Damage Liability Insurance required by Items C, E G and I shall be in the amount of \$2,000,000 each occurrence, \$2,000,000 in the aggregate.
  - c. Builder's Risk, Fire and Extended Coverage Insurance required by Item J shall be written in the full amount of this Contract.

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**CHECKLIST**

**SUBMISSION DATE: Thursday May 28, 2026, at 10:00 A.M. prevailing time**

**Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23 .2) (N.J.S.A. 52 :32-55, et seq.)**

Required by OWNER	<i>The following items, as indicated below (X), shall be provided with the sealed bids.</i>	Initial each required entry and if required submit the item
X	Bidder Checklist	
X	Bidder Exception Form	
X	Bidder Request for "Equivalent" Substitutions to Technical Specifications Form	
X	Acknowledgement of Receipt of Requests or Addenda Notifications, Bulletins, Clarifications, Explanations, Information, Interpretation, or Omissions Form	
X	Prevailing Wage Determination	
X	Bid Proposal and Related Forms	
X	Bidder Affidavit & Debarred, Suspended and Disqualified Bidder Certification	
X	Non-Collusion Affidavit	
X	Bid Bond	
X	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
X	Receipt for Return of Bid Security Form	
X	Statement of Ownership Disclosure Certification	
X	W-9 Form	
X	New Jersey Business Registration	
X	New Jersey Public Works Contractor Registration Certificate	
X	Bidder Project Specific Qualification Form	
X	Bidder's Project Specific Client Reference Form	
X	Bidder's Project Specific Equipment Certification Form	
X	Bidder's Project Specific Proposed Subcontractor List	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms	
X	C 271 Political Contribution Disclosure Form	
X	Disclosure of Investment Activities in IRAN	
X	Certification of Non-Involvement in Political Activities in Russia Or Belarus	
X	Certification of Affirmative Action Plan	
X	Small/minority/Women Owner Business Enterprise	
X	Manufacturers Technical Data (Shop Drawings, Design Calculations, Installation Plan, Curing	
X	CIPP Quality Assurance: Product Manufacturer, Contractor, & Installer	
X	Manhole Structure Rehabilitation Quality Assurance: Product Manufacturer, Contractor, & Installer	
Required by OWNER	<i>The following items, as indicated below (✓), shall be provided with the Executed Contracts.</i>	Initial each required entry and if required submit
✓	Contract Documents	
✓	Bonds: Performance & Two (2) Year Maintenance Bond, Labor and Material (Payment) Bond,	
✓	New Jersey Anti-Discrimination/Certificate of Equal Opportunity	
✓	Affirmative Action Affidavit	
✓	Americans with Disabilities Act of 1990 Language Acknowledgement	
✓	Prevailing Wage Act Contract Declaration	
✓	Required Certificates of Insurance & Indemnification: Workers Compensation, General, Automobile, Automobile Liability, Pollution Liability, Certificate of Insurance	

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BIDDER EXCEPTIONS TO TECHNICAL SPECIFICATIONS**

Bidders listing Exceptions items below for consideration by the Owner MUST identify the section title and description (with supporting specification sheet), manufacturer's name, and model number of those items which the bidder proposes to substitute.

Bidders may not use this form to attach conditions, limitations, or other provisos to their bid.

*Any proposed exceptions that are deemed to be a material deviation from the specifications may be a mandatory cause for rejection of the bid, and the Bidder proceeds with the submittal at its own risk.*

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer:</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Item Section:</b>	<b>Number(s):</b>	<b>Manufacturer</b>	<b>Model #</b>
<b>Description:</b>			

<b>Delivery Date Exception:</b> _____	<b>Warranty Date Exception:</b> _____
---------------------------------------	---------------------------------------

Bidder: \_\_\_\_\_

Signature and Title of Authorized Agent \_\_\_\_\_ Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

**FOR USE BY MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:**

___ No Exceptions Taken	___ Note Markings, No Further Submissions Required	___ Note Markings, Further Submission Required	___ Rejected
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SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**ACKNOWLEDGEMENT OF RECEIPT OF REQUESTS OR ADDENDA, NOTIFICATIONS, BULLETINS, CLARIFICATIONS, EXPLANATIONS, INFORMATION, INTERPRETATION, OR OMISSIONS FORM**

Addendum Number	Dated	Acknowledge Receipt (Initials)

I, \_\_\_\_\_ of the firm \_\_\_\_\_ hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this bid submittal.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**NO ADDENDA WERE RECEIVED**

I, \_\_\_\_\_ of the firm \_\_\_\_\_ hereby acknowledge that to the best of my knowledge, I/WE were not notified or informed of, or received any documentation of corrections, additions and/or deletions made to this bid specification.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**The forms, information contained therein, and any attachments thereto provided by the Owner or designee, SHALL become part of the contract documents and included in sealed documents submitted by Bidders.**



**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL**

**TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:**

The undersigned bidder hereby declares that it has carefully examined the specifications, proposal, and contract documents; and that it will agree to carry out the complete contract as specified and delineated at the price per unit measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control the awarding of the contract. 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 actual quantity of authorized work done under each scheduled item.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

- A. All Unit Prices and the Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in the figures.
- B. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made in any or all unit prices to attain conformity with said Total Price before the contract is executed.

When alternate bid items are listed in the Proposal, the determination of which bidder's response to a request for bid offers the lowest price shall be made based on the price of:

- A. The base bid items plus the price of any selected alternate bid item; or
- B. A choice of alternate bid items within the limit of funds that may be available for a project.

If the OWNER provides for more than one alternate bid item, the OWNER shall specify the ranked order in which the alternate bid items are to be selected and included in the award of the contract, provided that this requirement shall only apply to a project with a total estimated cost, including alternate bid items, of greater than \$500,000. (N.J.S.A.40A: 11-23.ID)

The bid unit prices shall include delivery to the place designated for delivery in the Specifications.

Attached to this Bid Proposal is the completed Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit, and the bid security (cashier's check, certified check, or bid bond) made payable to the order of the Owner.

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

Name:	
Business Address:	

The undersigned proposes to furnish all labor, materials and equipment required to complete all work in accordance with Specifications and other Contract Documents prepared by the Owner at and for the Lump Sum Prices and Unit Prices indicated on the following Bid Proposal Forms.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

*Please complete the following bid proposal sheets*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE  
 CONNECTIONS**

**BID PROPOSAL FORM – LINE-ITEM DESCRIPTIONS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet						Owner's Estimated Unit Cost
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.						
Item #	Description	Qty.	Unit			
1	<b>Mobilization/demobilization for scope of work &lt;\$250,000:</b> Payment: Will be full compensation for providing all labor, materials, equipment, tools, and incidentals required to complete all aspects of cleanings and inspections and shall only be made once. No additional compensation will be provided for repairs & post-repair inspections completed during the Post-Construction Inspection.	1	EA	\$25,000.00		
2	<b>Traffic control by contractor:</b> 7am – 3pm at hourly prevailing wage rate per traffic control coordinator. *Or as may be adjusted by the NJ Department of Labor and Workforce Development (NJDOL)	1	HR	\$150.00*/hour		
	7pm – 7am at Prevailing Wage rate per hour per traffic control coordinator. *Or as may be adjusted by the NJ Department of Labor and Workforce Development (NJDOL)	1	HR	\$225.00*/hour		
2A	<b>Traffic control by uniformed law enforcement officers:</b> Includes officer and vehicle with hourly amount to be adjusted by officer rank or local union contracts	1	HR	\$150.00/hour		
3	<b>Standard or heavy preparatory cleaning</b> Clean and inspect sewer main segments from center of manhole to center of manhole measured by wheel or tape on the ground surface horizontally along the centerline of the main cleaned. and includes removal of obstructions/protruding laterals/roots/and & CCTV inspection by PACP trained and certified personnel. . Payment: Shall only be made once for any given pipe segment, regardless of the number of preparatory cleanings required to complete the various inspections and rehabilitation work. If a physical obstruction prevents the complete inspection, partial payment will be made once for the partial inspection and full payment will be made once the obstruction is removed. Price for this Item will be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of preparatory sewer cleaning and inspection.	6" – 12"	1	LF	\$22.00	
		15" – 21"	1	LF	\$26.00	
		24" – 33"	1	LF	\$30.00	
3A	<b>Light or standard post installation cleaning, debris removal &amp; CCTV inspection:</b> Includes all labor, materials, equipment, tools, and incidentals required to complete all aspects of cleanings and inspections and shall only be made once. No additional compensation will be provided for repairs & post-repair inspections completed during the Post-Construction Inspection.	6" – 12"	1	LF	\$17.00	
		15" – 21"	1	LF	\$21.00	
		24" – 33"	1	LF	\$25.00	
4	<b>Bypass pumping for gravity sewer mains:</b> Includes all labor, materials, equipment, tools and incidentals required to complete all aspects of bypass pumping including up to 200 ft. of lay flat discharge hose and 50' of suction piping.	4" pump	1	DAY	\$750.00	
		6" pump	1	DAY	\$1000.00	
5	<b>CIPP:</b> includes all labor, equipment and materials required for the complete installation of a CIPP and sealing the interface between the installed CIPP and the manhole wall	6"	4.5mm	1	LF	\$32.00
		8"	4.5mm	1	LF	\$37.00
		10"	6mm	1	LF	\$42.00
		12"	6mm	1	LF	\$58.00
		14"	7.5mm	1	LF	\$65.00
		15"	7.5mm	1	LF	\$67.00
		16"	9mm	1	LF	\$73.00
		18"	9mm	1	LF	\$83.00
		21"	9mm	1	LF	\$110.00
		24"	10.5mm	1	LF	\$133.00
27"	10.5mm	1	LF	\$155.00		
30"	12mm	1	LF	\$180.00		
6	<b>Reinstate Laterals:</b> Internal robotic reconnection of customer service laterals and sealing of service connection with chemical grouting from internal reconnection	1	EA	\$800.00		
7	<b>Reserve for Testing:</b> At Owner's discretion, lump sum not to exceed \$10,000 total		LS	\$10,000.00		
	<b>Contingency Allowance:</b> The Owner has established a <b>\$25,000 contingency allowance</b> for Work not included in the specification but deemed necessary to complete all work required herein. Upon occurrence Contractors may be required to provide the Owner with a cost and additional time proposals for said occurrence including all labor, equipment and materials required for the completion of the Work. All Contingency Allowance work and related proposals must be approved in writing by the Owner prior to release of any general contingency monies.					
	<b>Changed Conditions</b> – The Owner will make a fair and equitable adjustment to the contract price to address needed repairs that were unknown to the Owner or Bidders at the time this specification was written and a contract award. Said repairs might include open excavation for repair or replacement of underground damaged facilities. Such repairs shall be categorized by pipe size, a minimum length of excavation and depth category of excavation to be paid for in the Proposal. If point repairs are not identified in the contract documents, payment shall be on a contingency basis.					

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP GRAVITY SEWER MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP for ACP gravity sewer mains:	6" 4.5mm		
		8" 4.5mm		
		10" 6mm		
		12" 6mm		
		14" 7.5mm		
		16" 9mm		
		18" 9mm		
		24" 10.5mm		
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:			Federal I.D. # or Social Security #:		
Address:					
Signature and Title of Authorized Agent:			Print or Type Name:		Date:
Phone:		Fax:		Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP FORCED MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	
		Unit Price in Numbers	
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm	
		7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP ACP forced mains:	8"	4.5mm
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR CIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP CIP gravity mains:	8"	4.5mm	
		10"	6mm	
		12"	6mm	
		16"	9mm	
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR DIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm 7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP DIP gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		16" 9mm	
		18" 9mm	
		24" 10.5mm	
30" 12mm			
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:
Address:		
Signature and Title of Authorized Agent:	Print or Type Name:	Date:
Phone:	Fax:	Email:

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR PVC GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm 7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP PVC gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		18" 9mm	
		21" 9mm	
		24" 10.5mm	
		27" 10.5mm	
		30" 12mm	
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR VCP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	<b>Mobilization/demobilization for scope of work &lt;\$250,000:</b>		
2	<b>Traffic control by contractor:</b>	7am – 3pm	
		7pm – 7am	
2A	<b>Traffic control by uniformed law enforcement officers:</b>		
3	<b>Standard or heavy preparatory cleaning</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
3A	<b>Light or standard post installation cleaning, debris removal &amp; CCTV inspection:</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
4	<b>Bypass pumping for gravity sewer mains:</b>	4" pump	
		6" pump	
5	<b>CIPP VCP gravity mains:</b>	6"	4.5mm
		8"	4.5mm
		10"	6mm
		12"	6mm
		14"	7.5mm
		15"	7.5mm
6	<b>Reinstate Laterals:</b>		
7	<b>Reserve for Testing:</b>		
	<b>Contingency Allowance:</b>		
	<b>Changed Conditions:</b>		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP GRAVITY SEWER MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP for ACP gravity sewer mains:	6" 4.5mm		
		8" 4.5mm		
		10" 6mm		
		12" 6mm		
		14" 7.5mm		
		16" 9mm		
		18" 9mm		
		24" 10.5mm		
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:			Federal I.D. # or Social Security #:		
Address:					
Signature and Title of Authorized Agent:			Print or Type Name:		Date:
Phone:		Fax:		Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP FORCED MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP ACP forced mains:	8"	4.5mm	
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

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NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR CIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP CIP gravity mains:	8"	4.5mm	
		10"	6mm	
		12"	6mm	
		16"	9mm	
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:			Federal I.D. # or Social Security #:
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR DIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm 7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP DIP gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		16" 9mm	
		18" 9mm	
		24" 10.5mm	
		30" 12mm	
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR PVC GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm 7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP PVC gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		18" 9mm	
		21" 9mm	
		24" 10.5mm	
		27" 10.5mm	
		30" 12mm	
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR VCP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	<b>Mobilization/demobilization for scope of work &lt;\$250,000:</b>		
2	<b>Traffic control by contractor:</b>	7am – 3pm	
		7pm – 7am	
2A	<b>Traffic control by uniformed law enforcement officers:</b>		
3	<b>Standard or heavy preparatory cleaning</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
3A	<b>Light or standard post installation cleaning, debris removal &amp; CCTV inspection:</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
4	<b>Bypass pumping for gravity sewer mains:</b>	4" pump	
		6" pump	
5	<b>CIPP VCP gravity mains:</b>	6"	4.5mm
		8"	4.5mm
		10"	6mm
		12"	6mm
		14"	7.5mm
		15"	7.5mm
6	<b>Reinstate Laterals:</b>		
7	<b>Reserve for Testing:</b>		
	<b>Contingency Allowance:</b>		
	<b>Changed Conditions:</b>		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP GRAVITY SEWER MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:			
2	Traffic control by contractor:	7am – 3pm		
		7pm – 7am		
2A	Traffic control by uniformed law enforcement officers:			
3	Standard or heavy preparatory cleaning:	6" – 12"		
		15" – 21"		
		24" – 33"		
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"		
		15" – 21"		
		24" – 33"		
4	Bypass pumping for gravity sewer mains:	4" pump		
		6" pump		
5	CIPP for ACP gravity sewer mains:	6" 4.5mm		
		8" 4.5mm		
		10" 6mm		
		12" 6mm		
		14" 7.5mm		
		16" 9mm		
		18" 9mm		
		24" 10.5mm		
6	Reinstate Laterals:			
7	Reserve for Testing:			
	Contingency Allowance:			
	Changed Conditions:			

Company Name:			Federal I.D. # or Social Security #:		
Address:					
Signature and Title of Authorized Agent:			Print or Type Name:		Date:
Phone:		Fax:		Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR ACP FORCED MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	
		Unit Price in Numbers	
1	Mobilization/demobilization for scope of work <\$250,000:		
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		7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP ACP forced mains:	8" 4.5mm	
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

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**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR CIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet				
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.				
Item #	Description	Unit Price in Words		Unit Price in Numbers
1	<b>Mobilization/demobilization for scope of work &lt;\$250,000:</b>			
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		7pm – 7am		
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3A	<b>Light or standard post installation cleaning, debris removal &amp; CCTV inspection:</b>	6" – 12"		
		15" – 21"		
		24" – 33"		
4	<b>Bypass pumping for gravity sewer mains:</b>	4" pump		
		6" pump		
5	<b>CIPP CIP gravity mains:</b>	8"	4.5mm	
		10"	6mm	
		12"	6mm	
		16"	9mm	
6	<b>Reinstate Laterals:</b>			
7	<b>Reserve for Testing:</b>			
	<b>Contingency Allowance:</b>			
	<b>Changed Conditions:</b>			

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR DIP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
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2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
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3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
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4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP DIP gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		16" 9mm	
		18" 9mm	
		24" 10.5mm	
30" 12mm			
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR PVC GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	Mobilization/demobilization for scope of work <\$250,000:		
2	Traffic control by contractor:	7am – 3pm 7pm – 7am	
2A	Traffic control by uniformed law enforcement officers:		
3	Standard or heavy preparatory cleaning:	6" – 12"	
		15" – 21"	
		24" – 33"	
3A	Light or standard post installation cleaning, debris removal & CCTV inspection:	6" – 12"	
		15" – 21"	
		24" – 33"	
4	Bypass pumping for gravity sewer mains:	4" pump	
		6" pump	
5	CIPP PVC gravity mains:	6" 4.5mm	
		8" 4.5mm	
		10" 6mm	
		12" 6mm	
		14" 7.5mm	
		15" 7.5mm	
		18" 9mm	
		21" 9mm	
		24" 10.5mm	
		27" 10.5mm	
		30" 12mm	
6	Reinstate Laterals:		
7	Reserve for Testing:		
	Contingency Allowance:		
	Changed Conditions:		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
 CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER  
 SERVICE LATERALS & MANHOLE CONNECTIONS**

**BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED FOR VCP GRAVITY MAINS**

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

TABLE 1: Bidder's Line-Item Proposal Worksheet			
All site work will be scheduled and completed between the hours of 7pm to 7am to improve worker safety resulting from reduced traffic flow through the work area.			
Item #	Description	Unit Price in Words	Unit Price in Numbers
1	<b>Mobilization/demobilization for scope of work &lt;\$250,000:</b>		
2	<b>Traffic control by contractor:</b>	7am – 3pm	
		7pm – 7am	
2A	<b>Traffic control by uniformed law enforcement officers:</b>		
3	<b>Standard or heavy preparatory cleaning</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
3A	<b>Light or standard post installation cleaning, debris removal &amp; CCTV inspection:</b>	6" – 12"	
		14" – 18"	
		21" – 30"	
4	<b>Bypass pumping for gravity sewer mains:</b>	4" pump	
		6" pump	
5	<b>CIPP VCP gravity mains:</b>	6"	4.5mm
		8"	4.5mm
		10"	6mm
		12"	6mm
		14"	7.5mm
		15"	7.5mm
6	<b>Reinstate Laterals:</b>		
7	<b>Reserve for Testing:</b>		
	<b>Contingency Allowance:</b>		
	<b>Changed Conditions:</b>		

Company Name:		Federal I.D. # or Social Security #:	
Address:			
Signature and Title of Authorized Agent:		Print or Type Name:	Date:
Phone:	Fax:	Email:	

The afore-stated quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, Payment will only be made for materials ordered and received by the Owner.

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Bidder must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays, and Holidays included.

NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:
NAME:	Tel. No.:	Email:

*This bid may be disqualified if emergency name(s) and number(s) is/are not provided.*

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

BIDDER'S AFFIDAVIT

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

I, \_\_\_\_\_ residing at \_\_\_\_\_ City/Town/Township/Borough/Village of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ who signed the this Bid for the above named work, and that I executed said Bid with full authority to do so , 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.

THE BIDDER AFFIRMS AND DECLARES:

- A. Bidder has carefully examined the site of the work and that, from personal investigations and research, is satisfied as to the nature and location of the work, the character, quality, and quantity of existing materials. All difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the work; the general and local conditions; and all other items and conditions which may, in any way, affect the work or its performance.
B. Bidder also declares that he has carefully examined and fully understands all the component parts of this specification, that the work can be performed as called for by the specification, and that if named the Selected Bidder by the Owner, he will execute the Contract and will completely perform it in strict accordance with its terms for the prices stated.
C. That if selected by the Owner, the Bidder will execute work for the Allowance Items as directed by the Owner and understands and agrees that the Final Contract Payment for Allowance Items will be based upon such actual payments, and not on the approximate amount cited herein.
D. Bidder declares the attached "Qualification Form" is in all respects a true and complete statement of the qualifications and financial condition of the Bidder.
E. Bidder declares that all prices are exclusive of N.J. State and Federal Taxes.
F. Bidder has included all prices related to all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
G. Bidder understands and agrees to the conditions for liquidated damages herein.
H. Upon completion, inspection, and written acceptance by the Owner of the work, the Contractor shall turn over to Owner the Maintenance Bond for the two (2) year Correction Period specified herein.
I. Bidder deposes that the Bidder has the personnel, facility, equipment, supplies, experience, training, and ability of providing all goods, services, procedures, and requirements of this bid specification to the Mount Holly Municipal Utilities Authority.
J. That Bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders.
K. That all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work.
L. The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY shall be immediately so notified by the signatory of this Eligibility Affidavit.
M. The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.
N. He/she further deposes that he/she 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, effective March 8, 1977.

Signature and Title of Authorized Agent

Print or Type Name

Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

SEAL

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in City/Town/Township/Borough/Village of \_\_\_\_\_ in the County \_\_\_\_\_ and State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am (title, position, etc.): \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the submission to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY for CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**, and that I executed the said Bid with full authority to do so:

I warrant that said Bidder has not, directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for the said project and/or material bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (Name of Contractor): \_\_\_\_\_ . (N.J.S.A. 52:34-15)

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

SEAL

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, is hereby held and firmly bound unto the \_\_\_\_\_ (as Owner), in the Penal Sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2026

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the \_\_\_\_\_

NOW THEREFORE,

- A. If said bid shall be rejected or in the alternative,
B. If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

For the Principal:

By: \_\_\_\_\_
Signature of Authorized Agent, Title, Date

Print or Type Name

Attest:
By: \_\_\_\_\_
Signature of Authorized Agent, Title, Date

Print or Type Name

Subscribed and sworn before me this
\_\_\_\_\_ day of \_\_\_\_\_, 2026

SEAL

For the Surety:

By: \_\_\_\_\_
Signature of Authorized Agent, Title, Date

Print or Type Name

Attest:
By: \_\_\_\_\_
Signature of Authorized Agent, Title, Date

Print or Type Name

Subscribed and sworn before me this
\_\_\_\_\_ day of \_\_\_\_\_, 2026

SEAL

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**CONSENT OF SURETY**

A Performance Bond will be required from the successful Contractor on this project, and consequently, all Bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

Project Description: **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

This is to certify that the \_\_\_\_\_ (Surety Company) will provide to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** a Performance Bond in the full amount of the awarded contract if said Contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
Signature of Authorized Agent of Surety Company and Title

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**RECEIPT FOR RETURN OF BID SECURITY**

If bid security is returned at bid meeting, bidder or his representative must sign receipt below:

TO: **THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

PROJECT: **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

I hereby acknowledge the return of bid security submitted this date for the project noted above.

BIDDER: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Bid Security Returned:

Certified Check No.: \_\_\_\_\_

Bid Bond: \_\_\_\_\_

Cashier's Check No.: \_\_\_\_\_

In the Amount of: \$ \_\_\_\_\_

***All other bid securities will, at the appropriate time, be returned by CERTIFIED MAIL.***

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**STATEMENT OF OWNERSHIP DISCLOSURE FORM**

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified, and included with all bid and proposal submissions. Failure to submit the required information is a cause for automatic rejection of the bid or proposal.**

Bidder/Vendor Name:			
Address:	City:	State:	Zip:

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership                       Limited Partnership                       Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

**(Please attach additional sheets if more space is needed):**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

*If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.***

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**PART IV CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that the **Mount Holly Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Mount Holly Municipal Utilities Authority** to notify the **Mount Holly Municipal Utilities Authority** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Mount Holly Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

SEAL

**NOTE: Any bid must be rejected as non-responsive if the Bidder fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**



**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** (Owner) is prohibited from entering a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

*Prior to contract award or authorization, the contractor shall provide the Owner with its proof of business registration and that of any named subcontractor(s).*

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During contract performance:

- (1) The contractor shall not enter a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Owner of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Owner a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**Emergency Purchases or Contracts**

For purchases of an emergency nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 – 56.48 et seq.) amended by P.L. 2003, C091

"No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c150 (C34:11 – 56.26) unless the contractor is registered pursuant in this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c238 (C34:11 – 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A./ 34:11 – 56.51)

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L., 1963, c.150, (C.34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A./ 34:11 – 56.50)

Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior to awarding 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." (N.J.S.A. 34:11-56.55)

On and after August 16, 2003, Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration **prior to the contract award**. [As practical matter, proof of registration should be submitted with the Bid]

By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**Bidders shall include a valid copy of their Public Works Contractor Registration Certificate with their submittal.**

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**BIDDER'S PROJECT SPECIFIC QUALIFICATION FORM**

The undersigned offers the following information relating to the facilities, ability, and financial resources available for the fulfillment of the contract if such be awarded to him.

**FACILITIES:** That he or they own and have available for immediate use on the proposed work the following plant and equipment:


**FINANCIAL RESOURCES:** That information relative to his or their financial resources can and may be obtained from the following: (Give name, business, and address.)

NAME	BUSINESS	ADDRESS	CONTACT INFO

**Bidder's Name, Address, Telephone Number and DUNS Number:**

NAME	ADDRESS	CONTACT INFO	DUNS #

The projects listed below have been completed by the bidder or persons to be in responsible charge of this project.

**REFERENCES**

Date of Completion	Owner	Location	Engineer

**CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**PROJECT SPECIFIC CLIENT REFERENCE FORM**

***Proposers shall provide at least three (3) clients for whom similar services have been provided***

**Reference 1**

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Proposer:			

The Contact Person should be the party of the Client for which the work was performed and have comprehensive knowledge about the project and the Proposer's role and responsibilities within the project.

**Reference 2**

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Proposer:			

The Contact Person should be the party of the Client for which the work was performed and have comprehensive knowledge about the project and the Proposer's role and responsibilities within the project.

**Reference 3**

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Proposer:			

The Contact Person should be the party of the Client for which the work was performed and have comprehensive knowledge about the project and the Proposer's role and responsibilities within the project.

COMPANY/FIRM: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**BIDDER'S PROJECT SPECIFIC EQUIPMENT CERTIFICATION FORM**

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

**Check here if documentation is attached.**

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**PROPOSED PROJECT SPECIFIC SUBCONTRACTOR LISTING**

**Plumbing and Gas Fining:**

To be a Plumbing Contractor in the State of New Jersey a Master Plumber licensed in accordance with N.J.S.A. 45:14C, et seq. must own ten percent (10%) of the firm (N.J.S.A. 45:14C-2(d) and (h)).

Name of Master Plumber:	License No.:
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Subcontractor

NAME	ADDRESS	PHONE	EMAIL

**Electrical Work:**

In to be an Electrical Contractor in the State of New Jersey, a license and business permit must be obtained in accordance with N.J.S.A. 45:5A-9 of the "Electrical Contractors Licensing Act".

Business Permit No.:	License No.:
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Subcontractor

NAME	ADDRESS	PHONE	EMAIL

**Heating, Ventilating and Air Conditioning:** Subcontractor

NAME	ADDRESS	PHONE	EMAIL

**Structural Steel and Ornamental Iron:** Subcontractor

NAME	ADDRESS	PHONE	EMAIL

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-2: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-ZO.27**

STATE OF: \_\_\_\_\_)

SS

COUNTY OF: \_\_\_\_\_)

I \_\_\_\_\_, of the City/Town/Township/Borough/Village of \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, in the firm of \_\_\_\_\_ the Bidder making the proposal to **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for work under

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**, and that I executed the said Proposal with full Authority to do so and that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJ.S.A. 19:44-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year.

I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

\_\_\_\_\_  
Name of Contractor (Type or Print)

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Subscribed and sworn before me this this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:
Address:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature & Title of Authorized Agent Print or Type Name Date

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Table with 4 columns: Contributor Name, Recipient Name, Date, Dollar Amount. Multiple empty rows for data entry.

Check here if the information is continued on subsequent page(s)

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE  
N.J.S.A. 19:44A-20.26**

County Name: **BURLINGTON**

<b>Body</b>	<b>Elected Officials</b>			
<b>State</b>	<b>Governor</b>			
<b>Legislative District #s: 6, 7, 8, 9, &amp; 12</b>	<b>State Senator and two members of the General Assembly per district</b>			
<b>County</b>	<b>County Commissioners {County Executive}</b>	<b>County Clerk</b>	<b>Sheriff</b>	<b>Surrogate</b>
<b>Municipalities</b>	<b>Mayor and members of governing body, regardless of title</b>			
	Bass River Township	Fieldsboro Borough	Palmyra Borough	
	Beverly City	Florence Township	Pemberton Borough	
	Bordentown City	Hainesport Township	Pemberton Township	
	Bordentown Township	Lumberton Township	Riverside Township	
	Burlington City	Mansfield Township	Riverton Borough	
	Burlington Township	Maple Shade Borough	Shamong Township	
	Chesterfield Township	Medford Lakes Borough	Southampton Township	
	Cinnaminson Township	Medford Township	Springfield Township	
	Delanco Township	Moorestown Township	Tabernacle Township	
	Delran Township	Mount Holly Township	Washington Township	
	Eastampton Township	Mount Laurel Township	Westampton Township	
	Edgewater Park Township	New Hanover Township	Willingboro Township	
	Evesham Township	North Hanover Township	Woodland Township	
		Wrightstown Borough		
<b>Boards of Education</b>	<b>Members of the Board</b>			
	Bass River Township	Hainesport Township	Palmyra Borough	
	Beverly City	Lenape Regional	Pemberton Borough	
	Bordentown Regional	Lumberton Township	Pemberton Township	
	Burlington City	Mansfield Township	Rancocas Valley Regional	
	Burlington Township	Maple Shade Township	Riverside Township	
	Chesterfield Township	Medford Lakes Borough	Riverton	
	Cinnaminson Township	Medford Township	Shamong Township	
	Delanco Township	Moorestown Township	Southampton Township	
	Delran Township	Mount Holly Township	Springfield Township	
	Eastampton Township	Mount Laurel Township	Tabernacle Township	
	Edgewater Park Township	New Hanover Township	Washington Township	
	Evesham Township	North Hanover Township	Westampton	
	Florence Township	Northern Burlington Regional	Willingboro Township	
		Woodland Township		
<b>Fire Districts</b>	<b>Board of Fire Commissioners</b>			
	Beverly City Fire District No. 1	Edgewater Park Township Fire District No. 1		
	Bordentown Township Fire District No. 1	Evesham Township Fire District No. 1		
	Bordentown Township Fire District No. 2	Florence Township Fire District No. 1		
	Burlington Township Fire District No. 1	Moorestown Township Fire District No. 1		
	Chesterfield Township Fire District No. 1	Moorestown Township Fire District No. 2		
	Cinnaminson Township Fire District No. 1	Mount Holly Township Fire District No. 1		
	Delanco Township Fire District No. 1	Mount Laurel Township Fire District No. 1		
	Delran Township Fire District No. 1	Riverside Township Fire District No. 1		
	Eastampton Township Fire District No. 1	Tabernacle Township Fire District No. 1		

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

DISCLOSURE OF INVESTMENTS IN IRAN

Person or Entity:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at ttp://yyww.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 Owner finds a person or entity to be in violation of law, s/he shall act 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 the above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. ADDITIONAL ENTRIES CAN BE ADDED ON ANOTHER SHEET IF REQUIRED AS PART ON THIS DISCLOSURE.

Name: Relationship to Proposer: Description of Activities: Duration of Engagement: Anticipated Cessation Date: Proposer Contact Name: Contact Phone Number

Name: Relationship to Proposer: Description of Activities: Duration of Engagement: Anticipated Cessation Date: Proposer Contact Name: Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature and Title of Authorized Agent

Print or Type Name

Date

Do not enter PIN as a signature.

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a state agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

	A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
OR	
	B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
OR	
	C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below:

Bidder/Vendor Name:	FEIN:	
Address:		
Phone:	Fax:	Email:

\_\_\_\_\_  
Signature & Title of Bidder/Vendor Authorized Agent      Print or Type Name      Date

Vendor means:

1. A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group;
2. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**CERTIFICATION OF AFFIRMATIVE ACTION PLAN FOR CONTRACTOR AND SUBCONTRACTORS**

- A. The Bidder hereby certifies that it shall comply with and shall require its contractors and subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq., Affirmative Action Regulations.
- B. For any violation of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine of up to \$1,000.00 for each violation for each day during which the violation continues, as delineated in N.J.A.C.17:27-10.6, with said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law of 1999" (N.J.S.A. 2A:58-10 et seq.) (P.L. 1975, C127, Para. 5b) (N.J.A.C. 17:27).
- C. An affirmative action plan for construction contractors and subcontractors shall consist of the following elements:
  - 1. Provisions in the construction contract containing language required by N.J.A.C. 17:27- 3, 4(a) and N.J.A.C. 17:27-7.4,
  - or
  - 2. CFR Part 60-2 and any existing Federally approved or sanctioned affirmative action program.

**ALL CONTRACTORS**

Shall complete and submit the Initial Project Workforce Report Form AA-201 upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations.

Understand that failure to submit this form may result in the contract being terminated.

Agree to submit a copy of the Monthly Project Workforce Report Form AA-202, once a month thereafter for the duration of the contract to the Division of Contract Compliance and to the Public Agency Compliance Officer.

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees that his contractor or subcontractors shall furnish the required documentation pursuant to the Law and that no monies will be paid by the Mount Holly Municipal Utilities Authority, State of New Jersey, County of Burlington, Township of Mount Holly until an affirmative action plan is approved. I am also aware that the contract may be terminated, and the Contractors or Subcontractors may be debarred from all public contracts, for a period of up to five (5) years.

Signature and Title of Authorized Agent	Print or Type Name	Date

Address: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public of: \_\_\_\_\_ My commission expires: \_\_\_\_\_

SEAL

**NOTE: A Bidder's bid must be rejected as non-responsive if the Bidder fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

**SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE**

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE), you must send a copy of the Registration/Certification Form(s) with your bid submittal.

Please check off the gross receipt category of your business if registered as an SBE.

<b>SBE CATEGORY 1:</b> \$0- \$500,000 ___	<b>SBE CATEGORY 2:</b> \$500,001 thru \$5,000,000 ___	<b>SBE CATEGORY 3:</b> \$5,000,001 thru \$12,000,000 ___	<b>NOT APPLICABLE</b> ___
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SBE Registration #:	
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Please check below if applicable:	WBE: ___	MBE: ___
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\_\_\_\_\_  
Name of Bidder (Type or Print)

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**ADDITIONAL SUBMITTALS BY BIDDER: MATERIALS OF MANUFACTURER & QUALITY ASSURANCES**

Bidder shall attach the documentation requested herein with their sealed proposal:

Manufacturer's Technical Data for CIPP to include but not limited to:

- A. Shop Drawings
- B. Design Calculations
- C. Installation and Curing Plans

CIPP Quality Assurance as specified herein for:

- A. Product Manufacturer
- B. Contractor
- C. Installer

By affixing his signature below, the undersigned attests that the material information provided with the sealed bid is for all products to be used to complete the work required herein and that no substitutions, alternates, or adulterations will be used without prior notification and written acceptance by the Owner.

The undersigned further attests that the Quality Assurances submitted with the sealed bid are true and factual and that all contractor and installer certifications are current and that substitutions or alternates will be used without prior notification and written acceptance by the Owner.

Should the Owner determine during review of the sealed bid the undersigned has falsified or purposefully misrepresented of any of the above information, the Owner shall consider this a "Fatal Flaw" thereby rendering the bid unacceptable to the Owner.

\_\_\_\_\_  
Name of Bidder (Type or Print)

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

THIS AGREEMENT, made and executed at the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Mount Holly Municipal Utilities Authority, hereinafter called the "OWNER" and

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a Corporation of \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH That the said Contractor has agreed and by these presents does agree with The Owner for the prices stipulated in and proposal herein contained or hereunto annexed and under the penalty expressed in bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools and appliances and shall execute, construct and furnish and test in expeditious and workmanlike manner, **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

commencing the work within ten (10) days of the Notice to Proceed.

The Contractor shall proceed with the work in a prompt and diligent manner and shall perform the work at such times and in such order as the Owner may direct. Further, it shall complete the work in accordance with the specifications and contract documents to the satisfaction of the Owner and within the time required by the Owner.

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner, it is necessary or expedient for the Owner to do so. If the Contractor is delayed in the completion of the work by such deferral or suspension or by strikes, lock outs, fire, delay of common carriers, unavoidable casualties, delays caused by other contractors, subcontractors or suppliers or for any other reason outside of the control of the Owner, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the Owner. No such extension shall be made for any of such delays unless within ten days after the beginning of such delay a written request for additional time is filed by the Contractor with the Owner. In case of a continuing cause of delay, only one request shall be necessary.

Nothing herein shall limit the Contractor's remedy for the Owner's negligence, bad faith, active interference, tortious conduct, or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under this contract. In such cases, the Contractor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred because of such an action by the Owner. No claim for such damages shall be made unless within ten days after the beginning of such delay, a written request for additional compensation shall be filed with the Owner. In case of a continuing cause of delay, only one request shall be necessary. The Contractor shall provide the Owner with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

It is hereby mutually agreed that the Owner is to pay, and the Contractor is to receive the prices stipulated in the Proposal contained herein or annexed hereto, as full compensation for delivering and furnishing all services and materials and in all respects completing the work specified herein and for fully complying with the terms and conditions of this Contract.

The status of the Contractor in the work to be performed under the Contract is that of an independent contractor and not as an employee of the Owner. As such, the work, in every respect, from the execution of the Contract and during progress of the work thereunder, and until final acceptance, shall be under the charge and in care of the Contractor and at its risk. The Contractor shall properly safeguard against any or all injury to the public, public and private property, materials, and things, and, as such, the Contractor alone shall be responsible for all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of the work without regard to whether the Contractor, his subcontractors, agents, or employees, have been negligent.

The Contractor shall keep the Owner free and discharged of all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, county or local laws, statutes, ordinances or all rules and regulations promulgated thereunder.

The Contractor shall indemnify and save harmless the Owner any and all of its respective officers, agents and employees from all liability or suits or actions at law or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the Contract, the plans and specifications or State statutes or local ordinances or any rules and regulations, or the claims of any subcontractors or materialmen, and the Contractor shall, if required by the Owner, produce evidence of settlement of any such action before final payment under the Contract shall be made by the Owner.

The Contractor shall, unless otherwise specified, maintain, and pay for such insurance, issued in the name of the Owner as will protect the Owner from contingent liability under this Contract. A copy of such insurance policy or policies shall be filed with the Owner.

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

Any suit brought by either party with respect to this Contract shall be filed only in the Superior Court of New Jersey, Burlington County, regardless of any rule or law involving diversity of citizenship, amount in controversy, residence of a party or venue.

This Contract is subject to the New Jersey Affirmative Action Statute, N.J.S.A. 10:5 31, et seq., and all Mandatory Equal Opportunity Employment Language, N.J.S.A. 10:5 31, et seq., and the regulations promulgated thereunder, N.J.A.C. 17:27 1.1, et seq.

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 Owner's Compliance Officer setting forth provisions of this nondiscrimination clause;

- I. 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;
- II. 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 Owner's Compliance 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.
- III. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- IV. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female 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 Affirmative Action office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27 7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - A. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its Affirmative Section obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female 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 female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
  - B. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) 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 Owner's Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
  - (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and 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 female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 975, c. 127;
  - (6) To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor:
- V. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by the Owner's Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is , acceptable to the Affirmative Action office and provided further, that, if necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.
- VI. If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group 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.
- VII. If, for any reason, said Contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Owner's Compliance Officer and to the Affirmative Action Office.
- (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 Affirmative Action Office and submitted promptly to that office upon request.
- C. The Contractor or subcontractor agrees that nothing contained in (c) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female 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 (c) above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor agrees to complete an Initial Project Workforce Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the Owner may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Affirmative Action office and to the Owner's Compliance Officer.

The Contractor agrees to cooperate with the Owner in the payment of budgeted funds, as is necessary, for on the job and off the job programs for outreach and training of minority and female trainees employed on the construction projects.

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

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

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

**For the Contractor:**

By: \_\_\_\_\_  
Signature of Principal of Contracting Firm & Title

\_\_\_\_\_  
Print or Type Name & Date

Attest By: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Print or Type Name & Date

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary Public of: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

SEAL

**For the Owner: Mount Holly Municipal Utilities Authority**

By: \_\_\_\_\_  
Richard DiFolco, Chairman (Signature & Date)

Attest By: \_\_\_\_\_  
Jennifer Rivera, Board Secretary (Signature & Date)

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary Public of: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

SEAL

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN**

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared **Richard DiFolco**, to me known, who being by duly sworn, did depose and say that he is **Chairman of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; that he knows the seal of said AUTHORITY; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the said AUTHORITY, and that he signed his name thereto by like order.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT OF AUTHORITY SECRETARY**

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared **Jennifer Rivera**, to me known to be the **Board Secretary of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; s/he acknowledged to me that s/he executed the same as and for the act and deed of said AUTHORITY.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared, \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was affixed by order of the Owners of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP**

On this \_\_\_\_ day of \_\_\_\_\_, 2026, 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/she acknowledged to me that he/she executed same as and for the act and deed of said firm.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

PERFORMANCE AND TWO-YEAR MAINTENANCE BOND

BOND NO. \_\_\_\_\_

Know all men by these presents, that we, the undersigned \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto \_\_\_\_\_ in the penal sum of \_\_\_\_\_ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

The condition of the above obligation is such that whereas, the above-named principal did on the \_\_\_\_ day of \_\_\_\_\_, 2026, enter a contract with MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY, which said contract, **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS** is made a part of this the bond the same as though set forth herein.

Now, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined in N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used, or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in NJ.S.A. 2A:44-143 having a just claim, as well as for the Oblige herein; and shall continue said obligation for **two (2) years** from the date of completion and written acceptance by the Owner of the work required under the said contract to guarantee against defects in the work which, in the judgment of the Oblige or its successors or assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Oblige or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purposes of the establishment of the claim, a copy of this Bond, duly certified by the Oblige to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Oblige shall also include the officers, employees, and representatives of said Oblige.

It is the intention of the parties hereto to be legally bound by this instrument.

**IN WITNESS WHEREOF** THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

**For the Principal:**

By: \_\_\_\_\_  
Signature of Authorized Agent, Title, Date

\_\_\_\_\_  
Print or Type Name

Attest:  
By: \_\_\_\_\_  
Signature of Authorized Agent, Title, Date

\_\_\_\_\_  
Print or Type Name

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

SEAL

**For the Surety:**

By: \_\_\_\_\_  
Signature of Authorized Agent, Title, Date

\_\_\_\_\_  
Print or Type Name

Attest:  
By: \_\_\_\_\_  
Signature of Authorized Agent, Title, Date

\_\_\_\_\_  
Print or Type Name

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

SEAL

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_, 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 impressions affixed to said instrument is an impression of 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 of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 acknowledge to me that he executed the same as and for the act and deed of said firm.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ :SS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came and appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT OF SURETY COMPANY**

STATE OF \_\_\_\_\_ :SS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came \_\_\_\_\_, to me personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ of the said Corporation; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

Notary Public of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL)



**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**CERTIFICATE OF EQUAL OPPORTUNITY**

To: \_\_\_\_\_  
Name of Union or Organization of Workers

The undersigned currently holds **CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS** with the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**.

You are advised that under the provisions of the above contract, the undersigned is obliged not to 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 undersigned will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The undersigned 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.

This notice is furnished to you pursuant to the provisions of the above contract.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

**For: CONTRACTOR**

**For: MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

\_\_\_\_\_  
Signature & Title of Authorized Agent & Date

By: \_\_\_\_\_  
Richard DiFolco, Chairman (Signature & Date)

\_\_\_\_\_  
Print or Type Name

Attest By: \_\_\_\_\_  
Jennifer Rivera, Secretary (Signature & Date)

Subscribed and sworn to before me this

Subscribed and sworn to before me this

\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_ day of \_\_\_\_\_, 2026

Notary Public of: \_\_\_\_\_

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL

SEAL

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

**AFFIRMATIVE ACTION AFFIDAVIT**

*To be completed by firms with **MORE** than 50 employees*

I, \_\_\_\_\_ of the firm of \_\_\_\_\_ being sworn according to law on his oath deposes and says that:

1. I am authorized to make this affidavit on behalf of: \_\_\_\_\_ (name of firm)
2. In addition an agreement to comply with an Affirmative Action Program for equal employment opportunity heretofore submitted as part of any pre-qualification statement, or under other conditions of this contract for a similar program, I/we do hereby further affirm that I/we will comply with the rules and regulations which will be promulgated by the State Treasurer as of the effective date therefor pursuant to the Affirmative Action Law (P.L. 1975, c. 127), as amended.

*To be completed by firms with **FEWER** than 50 employees*

I, \_\_\_\_\_ of the City/Town/Township/Borough/Village of \_\_\_\_\_ in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, of the firm of \_\_\_\_\_, a bidder making a proposal upon **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY, CONTRACT: 2026-12: SANITARY SEWER MAIN IMPROVEMENTS: INSTALLATION OF CURED-IN-PLACE-PIPE (CIPP), REINSTATE CUSTOMER SEWER SERVICE LATERALS & MANHOLE CONNECTIONS**

1. That \_\_\_\_\_ (name of firm) does not have 50 employees or more, inclusive of all officers and employees of every type.
2. That I \_\_\_\_\_, am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. That \_\_\_\_\_ (name of firm) has complied with all the affirmative action requirements of the State of New Jersey, including those required by the P.L. 1975. c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. That I \_\_\_\_\_, am aware that if \_\_\_\_\_ (name of firm) does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY, State of New Jersey, County of Burlington, Township of Mount Holly until an affirmative action plan is approved.
5. That I \_\_\_\_\_, am also aware that the contract may be terminated and that \_\_\_\_\_ (name of firm), may be debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I \_\_\_\_\_, must contact the State Affirmative Action Office and complete an Employee Information Report.

\_\_\_\_\_  
Signature and Title of Authorized Agent

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)



# Appendix A

Burlington County Board of Commissioners Policy, Procedures and Specifications Manual for:

- Road Occupancy
- Road Opening
- Application for Road Occupancy Permit
- Applicant Instructions

**APPLICATION(S) & PERMIT(S) REQUIRED**

- A. It shall be **UNLAWFUL**, except in an emergency, for any person to occupy County right-of-way or County Property (including County airspace and waterways) unless such person shall first have obtained a permit(s) therefore from the County Engineer as herein provided:
  - a. Road Occupancy - Required for any/all occupancy of, and work or events occurring within the County right-of-way.
  - b. Road Opening Permit – Required for any/all excavation occurring within the County right-of-way.
- B. The County Engineer shall decide what additional permits are necessary for a given application.
- C. Applicants must be in good standing with the County at the time of application, or permits will not be issued.
  - a. Good standing shall mean the applicant has no unpaid fees and/or fines, has no outstanding deficiencies to be corrected on other permit work, no violations, and shall have completed all prior and/or current permit work within permitted time periods.
- D. Separate applications and permits are required for proposed work located on multiple County roads, within multiple municipalities, or on differing segments of County roads.
  - a. The County Engineer, at his sole discretion, will determine the need for separate applications and permits.
- E. The applicant must provide details on construction staging, means and methods, and an estimate of the amount of work to be completed in one working day within regular County Road working hours of 9:00 AM to 3:00 PM.
- F. At the discretion of the County Engineer, the County may require the applicant to submit detailed staging plans signed & sealed by a Professional Engineer licensed in the State of New Jersey.
- G. The County Engineer shall decide when such plans are required for a given application.
- H. The County will not be responsible for any errors, omissions or misinformation given in the application and/or the accompanying staging plans.
- I. The County Engineer’s decision shall be consistent with the requirements of the Roadside Design Guide published by the American Association of State Highway Transportation Officials (“AASHTO”) and with the Uniform Specifications for Road and Bridge Construction published by the New Jersey Department of Transportation.

**WRITTEN APPLICATION**

- A. All applications must be made in writing and shall be submitted to the Land Development Section, Engineering Division, Department of Public Works of the County of Burlington as follows:

<b>USPS</b>	<b>In-person Delivery (M – F 8:00 AM and 4:30 PM, Monday through Friday (excluding County holidays))</b>	<b>UPS/FedEx/Overnight</b>
P.O. Box 6000 Mount Holly, NJ 08060	1900 Briggs Road Mount Laurel, NJ 08054	1900 Briggs Road Mount Laurel, NJ 08054

- B. Applicants must:
  - a. Include all necessary information as requested on the forms.
  - b. Certify as to the truthfulness of all information on the application.
  - c. Ensure completeness and accuracy of all information in the applications.
  - d. Provide two (2), 24-hour emergency telephone numbers and names of responsible persons for immediate response to maintenance and/or traffic control.
  - e. The applicant shall include the name(s) of all subcontractors being used for the work along with telephone numbers of the contractor, all subcontractors, and the applicant.
    - i. These must include emergency contact numbers at which each of the above can be reached 24 hours per day, seven (7) days per week.
  - f. The County will not be responsible for any errors, omissions or misinformation given in the application and/or accompanying plans and other information.
    - i. Incomplete applications will not be processed.
- C. Road Occupancy Permit Applications shall include:
  - a. A detailed, site-specific Traffic Control Plan (TCP) in accordance with this Policy.
    - i. Applications without adequate TCP plans will be deemed insufficient and the application will not be processed.
  - b. When the Road Occupancy involves a traffic control plan which has been pre-approved by the Burlington County Planning Board
    - i. A copy of the pre-approved traffic control plan shall be submitted with the application, and the Site Plan number shall be noted on the application.
- D. Road Opening Permit Applications and Driveway Access Permit Applications shall include detailed, scale plans that clearly show:
  - a. The proposed work to be constructed and detail the methods of construction.
  - b. All utilities and structures within fifty feet (50') of the proposed work.
  - c. When the Road Opening or Access involves a Site Plan approved by the Burlington County Planning Board, a copy of the approved Site Plan or Subdivision Plan and approved Traffic Control Plan and Certification shall be submitted with the application.
- E. Traffic Control Plan (TCP) - The County requires the applicant to submit a Traffic Control Plan and a TCP certification that is signed & sealed by a Professional Engineer licensed in the State of New Jersey.

- a. The County Engineer's decision shall be consistent with the requirements of the Roadside Design Guide published by the American Association of State Highway Transportation Officials ("AASHTO") and with the Uniform Specifications for Road and Bridge Construction published by the New Jersey Department of Transportation.
- b. The County Engineer:
  - i. May require that the plans depict existing conditions including right-of-way limits as prepared by a Professional Land Surveyor licensed in the State of New Jersey.
  - ii. Shall decide when such plans, including right-of-way limits, are required for a given application, and the County Engineer's decision shall be consistent with the requirements of the Roadside Design Guide published by the American Association of State Highway Transportation Officials ("AASHTO") and with the Uniform Specifications for Road and Bridge Construction published by the New Jersey Department of Transportation.

### **Locating & Marking of Underground Facilities**

The County assumes no responsibility for identifying the location or condition of any existing utility lines, cables or other facilities not owned by Burlington County for the review of plans or issuance of a permit(s).

- A. The applicant shall be responsible for verifying the locations of underground utility lines, cables, and other facilities and determining the appropriate scope of work and safety requirements.
- B. ALL applicants shall contact the New Jersey One Call Center by dialing 811 or 1-800-272-1000 or online at <http://www.nj1-call.org> and, if facilities or utilities are in the vicinity of the proposed excavation the applicant shall comply with any statutes or regulations pertaining thereto.
  - a. **The applicant must provide the New Jersey One Call confirmation number when submitting a TIR for approval prior to starting work.**
- C. The applicant shall agree as a condition of the permit that any pipes, conduits, poles, signs, or any other facility installed within the County right-of-way under the permit, shall be promptly relocated at the applicant's expense to accommodate the installation of County-owned facilities existing or future.

### **PERMIT ISSUANCE**

- A. All permits issued by the County are non-transferable.
- B. The County Engineer, the Traffic Engineer, Engineering Division staff and Traffic Operations Center staff shall review and approve all applications for County permits.
  - a. Upon submission of the applications and payment of the fees and deposits for which provision is hereinafter made, the County Engineer, at his discretion, may approve an application for occupancy of and/or work within the County right-of-way.
- C. Any applicant may request an expedited application review and approval for non-emergent permit applications.
  - a. Should the County Engineer grant the applicant's request, the applicant shall be responsible for all costs.
  - b. The applicant shall make appropriate arrangements with the Burlington County Finance Department and the County Engineer to set up an escrow account for expedited review.
- D. If the application for a permit is denied, the County Engineer shall send the applicant a written notification of the denial and shall state the reason for the denial.
  - a. All application fees are non-refundable.
- E. The County Engineer and/or the Board of Commissioners, at their discretion, may deny an application for a permit and/or revoke an issued permit in the interest of public safety.
- F. Any permit issued under this Policy may be revoked at any time by the County Engineer for failure to comply with this Policy.
  - a. The County Engineer also reserves the right to stop work for failure to comply with this Policy and/or to order the completion of sufficient work to ensure the safety of vehicle and pedestrian traffic.
- G. It is not anticipated to take longer than thirty (30) calendar days for the County Engineer to review permit applications, commencing upon the date that the County Engineer has received a completed application(s), adequate plan(s), fee(s), insurance certificate(s), bonding information and any other information required and has deemed the application complete.
- H. Upon approval of an application, the County will notify the applicant, who shall complete and return the permit with appropriate permit fee(s) to the County Engineer.
  - a. Upon receipt of a completed permit and fee(s) the Permit shall be considered issued and become valid and the permit holder shall now be eligible to submit a TIR for approval.
- I. The permit holder shall submit for approval a Traffic Interference Report (TIR) to the Burlington County Traffic Operations Center (TOC) before any work or occupancy occurs.
  - a. The TIR shall be submitted no less than five (5) business days before the work is scheduled to begin.
  - b. It is the responsibility of the permit holder to submit a TIR for approval as a condition of permit issuance.
  - c. For all work requiring ground disturbance and/or excavation, the permit holder must provide the New Jersey One Call confirmation number on the TIR.
  - d. No work shall begin before the TIR is approved.

- e. The TOC reserves the right to approve or deny a TIR at its sole discretion and may require a change in date for the work to be completed.
- J. The County Engineer may require an applicant to record video or photograph all the areas of proposed occupancy, work, construction, or event for extensive operations to protect the interests of the County and all adjoining properties to the area.
  - a. The recorded video(s) and/or photographs shall be provided to the County Engineer before any work begins and shall become property of Burlington County.
- K. It is the sole responsibility of the permit holder to immediately notify the County Engineer of any damage to any structure within the County right-of-way.
  - a. Any damage to a County-owned facility shall be replaced immediately as directed by the County.
  - b. All costs and expenses are the responsibility of the permit holder.
- L. The County Engineer may require a preconstruction meeting to be held at the Engineer's Office or at the project site.
  - a. At the discretion of the County Engineer, representatives from, but not limited to, the following may be required to be present at the preconstruction meeting: permit holder, owner, contractor(s), subcontractor(s), utility companies with facilities in the area, County Engineer, Engineering Division, Traffic Engineering Section, Division of Roads & Bridges, local municipal officials, local and/or State Police, fire and/or EMS officials, Emergency Management officials and affected property owners.
- M. If during the course of work, differing site conditions are found that necessitate altering the permitted work, procedures, excavation, traffic control or other permitted activities, the permit shall be deemed invalid and shall be revoked.
  - a. The permit holder shall immediately notify the County Engineer and all work shall immediately cease and the site shall be restored to a safe condition as directed by the County Engineer.
- N. All non-protected open excavations must be backfilled immediately and temporarily plated or paved the same day as the opening is made.
  - a. At no time shall the applicant utilize dirt, gravel, millings, stone, or any other construction debris as a temporary road surface.
  - b. Additionally, all traffic markings (crosswalks, centerlines, edge lines, lane lines, etc.) must be restored in kind in a manner satisfactory to the County Engineer and in accordance with the MUTCD.
  - c. Excavations more than what can be restored and/or protected by the end of a working day are prohibited.
- O. The permit shall be issued for the designated purpose(s) only.
  - a. Any alterations to the permitted work and/or additional work shall be in violation of this Policy and the permit shall be revoked.
  - b. Violators shall be subject to enforcement and penalties as described in Section 15 herein.
- P. The storage and/or stockpiling of equipment and/or materials at any location within the County right-of-way or on County property outside of working hours is strictly prohibited.
  - a. Upon receipt of a request from an applicant, the County Engineer may, in his discretion, decide when that prohibition can be waived.
  - b. The County Engineer's decision to waive that prohibition shall be consistent with the requirements of the Roadside Design Guide published by the American Association of State Highway Transportation Officials ("AASHTO") and with the Uniform Specifications for Road and Bridge Construction published by the New Jersey Department of Transportation.
- Q. The permit holder shall abide by all conditions as stated on the issued permit.
  - a. The County Engineer reserves the right to impose additional special conditions at his discretion at the time of permit issuance. Any special conditions shall be included with the issued permit.
- R. The permit holder shall not close a County Road to traffic at any time.
- S. The permit holder shall possess on site, copies of the following:
  - a. Approved permit(s),
  - b. Approved plan(s),
  - c. Approved traffic control plan(s), and
  - d. The approved TIR.

**Time Limitations**

- A. All work as outlined on any permit(s) must commence within ninety (90) calendar days from the issue date on the permit, thereafter the permit shall become null and void.
  - a. Permit work shall be continuous and diligently pursued until completed or the permit shall become null and void.
  - b. For any stoppage of work exceeding three (3) business days without prior approval from the County Engineer, the permit shall become null and void.
  - c. The permit may be extended for an additional thirty (30) days for good cause shown only if the permit holder requests such extension in writing setting forth legitimate and valid reasons for such request.
  - d. Additional extensions may be granted at the discretion of the County Engineer.

- e. All extension requests must be made within ninety (90) days of permit issuance.
- B. Upon approval of an application and notification to the applicant, the applicant shall return the completed permit with appropriate fee(s) to the County within one (1) year of the date of notification, or the application shall become null and void and the application fee forfeited to the County.
- C. If a permit is revoked or becomes null and void due to the passage of time, the applicant shall forfeit all application fees and apply for a new permit.
  - a. The new permit applications shall be revised to include any changes in the work or conditions of the work site and shall be accompanied by a new fee.
- D. The applicant shall submit a completed Traffic Interference Report (TIR) to the Burlington County Traffic Operations Center not less than five (5) business days before starting work.
  - a. No work shall begin until the TIR is approved.
- E. No work shall occur on weekends, County holidays or outside normal County Road working hours (9:00 AM to 3:00 PM) without the prior written permission of the County Engineer.
- F. The applicant is responsible for notifying the County Engineer when all work is completed and is ready for final inspection.
  - a. All inspections shall be performed during the County's normal business hours.
  - b. The maintenance of the project shall begin only when the County Engineer has accepted the permanent restoration, and the applicant has posted a satisfactory maintenance guarantee with the County.
- G. No work under any Road Opening Permit and/or Driveway Access Permit shall occur from December 1st through March 31st or when weather conditions exist due to frost, freezing, snow or severe weather without the written permission of the County Engineer.
- H. Occupancy of any part or portion of the County right-of-way and/or impacting or in any manner interfering with the normal flow of traffic on a County Road for any reason shall be forbidden when conditions exist such as snow, rain, or severe weather.

**Fees, Deposits & Bonding Requirements**

- A. See Appendix A for fee schedules and Appendix B for deposits and bonding requirements.

**Hold Harmless Clause**

- A. Upon receipt of the permit, the permit holder agrees that it shall defend and save the County and its agencies, departments, divisions, boards, officials and employees harmless from any and all claims of any nature arising out of the road occupancy, road opening, driveway access, charitable solicitation, municipal event and any other work covered by the permit(s), and also agrees that the County of Burlington is issuing the permit(s) and shall not assume liability in connection therewith. In the event of any suit or claim against the County due to the negligence or default of the permit holder, the County shall give written notice to the permit holder of such suit or claim.
- B. Any final judgment requiring the County to pay for such damage shall be conclusive upon the permit holder and the permit holder shall be liable to repay the County for all costs in connection with such suit.

**Insurance**

- A. The applicant shall provide, with the application, a certificate of insurance naming the Burlington County Board of Commissioners as additional insured which indicates the following insurance:
  - a. Comprehensive, all risks, general liability insurance with personal injury liability and property damage liability coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
  - b. Automobile bodily injury liability insurance of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each person, ONE MILLION DOLLARS (\$1,000,000.00) each occurrence.
  - c. Statutory workers compensation and employers' liability insurance.
  - d. Certain work may necessitate, at the discretion of the Burlington County Risk Manager & the County Engineer, that additional insurance coverage be required including but not limited to air pollution, hazardous materials, and environmentally sensitive areas.
- B. If a subcontractor is retained, by the contractor or owner, either:
  - a. The subcontractor shall maintain the same limits of insurance/liability policy(s)/bonding capacity as listed above, or
  - b. The subcontractor shall be indemnified under the contractor's insurance/liability policy(s)/bonding capacity and documentation to that effect shall be provided at the time the application is made.
- C. The applicant shall be solely responsible for and shall keep, save, and hold harmless and indemnify the Board of Commissioners of the County of Burlington and its servants, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connections therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporations or governmental entity arising out of or in consequence of any act or omissions of the applicant, its employees, servants, agents or subcontractors in the performance of the work/operations performed under the Road Occupancy Permit, any additional permits, or the failure to comply with the terms and conditions of the permit(s).

- D. For residential applicants only, proof of homeowner's insurance which is in force at the time work is being done and indicates the following insurance may be provided in lieu of the insurance requirements of this section.
  - a. Minimum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) general liability.
  - b. Certain work may necessitate, at the discretion of the Burlington County Risk Manager & the County Engineer, that additional insurance coverage be required including but not limited to air pollution, hazardous materials, and environmentally sensitive areas.

#### **TEMPORARY TRAFFIC CONTROL AND WORK ZONE PROTECTION**

- A. The permit holder shall take appropriate measures to ensure that during the performance of work both vehicle & pedestrian traffic shall be maintained nearly as normal and safe as practicable.
  - a. The permit holder shall plan and carry out his work to provide for the safe and convenient passage of such traffic and to cause as little inconvenience as possible to the occupants of adjoining properties.
  - b. The permit holder shall notify the owners of adjoining properties in writing at least forty-eight (48) hours prior to the time he proposes to begin any work which will interfere with their normal passage and must provide the County Engineer with such notice. Closures of County roads are prohibited.
- B. The applicant shall include a detailed, site-specific Traffic Control Plan (TCP) drawn to scale, clearly showing the maintenance and protection of traffic with the application, to be reviewed by the County Engineer and approved as part of the permit application.
  - a. The TCP must conform to the latest "Manual on Uniform Traffic Control Devices" (MUTCD) standards, the current "New Jersey Department of Transportation Safety Set-Up Guide" and any additional requirements detailed in this Policy.
  - b. The TCP must be prepared by people knowledgeable (for example, trained and/or certified) about the fundamental principles of work zone traffic control and work activities to be performed. County requires the applicant to submit TCP plans and TCP certification signed & sealed by a Professional Engineer licensed in the State of New Jersey.
  - c. The County will not be responsible for any errors, omissions or misinformation given in the application and/or the accompanying TCP plans.
- C. No road occupancy or other related work will be permitted outside of normal County Road working hours. Normal County Road working hours are weekdays from 9:00 AM to 3:00 PM.
  - a. No road occupancy or other related work will be permitted outside of these hours, on weekends or on any County holidays.
  - b. At the discretion of the County Engineer, work hours may be changed or otherwise further limited as necessary.
- D. It shall be the responsibility of the permit holder to notify the appropriate police department, fire and emergency services, public and school bus transporters, the Burlington County Office of Emergency Management and Burlington County Central Communications of its plans to occupy the County right-of-way.
  - a. Notification shall be made after receipt of an approved TIR.
- E. The permit holder shall carry out all maintenance and protection of traffic in accordance with the approved road occupancy permit, no exceptions.
  - a. If significantly differing sites and/or work conditions exist which necessitate a change in the approved TCP, the permit shall be deemed invalid and shall be revoked.
  - b. A copy of the approved TCP issued with the permit must be kept on site while work is occurring.
- F. The permit holder is required to employ uniformed police officers as traffic Owners:
  - a. When occupying the County right-of-way within three hundred feet (300') of a traffic signal, roundabout or STOP controlled intersection; or
  - b. Whenever any work affects the normal operation of a County owned traffic signal, roundabout or STOP controlled intersection.
- G. At all other locations the permit holder may be required to employ uniformed police officers as traffic Owners at the discretion of the County Engineer.
  - a. If the use of uniformed police officers is deemed necessary, the cost for same shall be the responsibility of the permit holder.
- H. The use of certified traffic Owners is encouraged for all road occupancies and is required for one-lane alternating traffic.
  - a. Traffic Owner personnel must be certified and meet the minimum standards as prescribed in the MUTCD and by NJ DOT.
  - b. Permit holders shall comply with any local ordinance requiring the use of uniformed police officers as traffic Owners.
  - c. If the use of traffic Owners is deemed necessary, the cost for same shall be the responsibility of the permit holder.
  - d. At a minimum, two (2) traffic Owners are required for one lane alternating traffic.

- e. All traffic Owners and/or uniformed police officers shall have proper safety attire, shall have STOP/SLOW paddles, and shall be trained and familiar with flagging and traffic control procedures at outlined in the MUTCD Section 6.
- f. Such operations shall be carried out in accordance with the MUTCD and NJ DOT safety guidelines.
- I. The use of arrow boards is required on all County roads with speed limits of forty (40) miles per hour (mph) and above.
  - a. Arrow boards shall conform to MUTCD Section 6 and must be included in the TCP with the permit application.
    - i. Arrow boards may be required in other cases at the discretion of the County Engineer.
- J. The use of truck-mounted attenuators (TMAs) is required on all County roads with speed limits of forty-five (45) miles per hour (mph) and above.
  - a. TMAs shall conform to the MUTCD Section 6 and must be included in the TCP with the permit application.
    - i. TMAs may be required in other cases at the discretion of the County Engineer.
- K. At the discretion of the County Engineer, the permit holder may be required to install advanced warning signs notifying the traveling public before work is to begin.
  - a. Advanced warning signs shall be installed a minimum of fourteen (14) calendar days before work is scheduled to begin.
  - b. Advanced warning shall consist of portable variable message signs and/or work zone signs as directed by the County Engineer.
  - c. An approved TIR must be issued before advanced warning signs are installed.
- L. The permit holder shall occupy and/or open no greater part of the County right-of-way than shall be reasonably necessary as determined by the County Engineer.
  - a. The County Engineer's decision concerning the limits of County right-of-way that may be occupied or opened by a permit holder shall be consistent with the requirements of the Roadside Design Guide published by the American Association of State Highway Transportation Officials ("AASHTO") and with the Uniform Specifications for Road and Bridge Construction published by the New Jersey Department of Transportation.
- M. Concurrent work zones on County roads within a municipality or between adjacent municipalities shall not be permitted unless approved by the County Engineer after reviewing potential regional traffic impacts.
- N. The permit holder shall be required, to always maintain a single lane of traffic.
- O. The permit holder shall always maintain access to all driveways, streets, roads, lanes, access roads, and public rights-of-way adjacent to the County Road, **No exceptions.**
- P. The maintenance and protection of traffic and work shall be performed and conducted so as not to interfere with the safe and efficient passage of emergency vehicles and so as not to interfere with access to emergency facilities (i.e. fire stations, police stations, EMS stations, hospitals, etc.) and fire hydrants.
  - a. Materials and obstructions shall not be placed within twenty-five feet (25') of fire hydrants or as directed by the Burlington County Fire Marshal or local fire marshal.
  - b. Passageways leading to fire escapes, fire equipment and emergency access ways shall be kept free of obstructions.
- Q. The permit holder shall comply with and refer to the MUTCD / NJ DOT guidelines for work zones, latest edition. Please refer to the sign sizes for conventional roads for work on Burlington County roads.
- R. Temporary traffic control devices shall be installed and/or displayed during working hours only.
  - a. It is prohibited to install / display temporary traffic control devices during all non-working hours.
  - b. If temporary traffic control devices are installed / displayed at an inactive work zone, the Department of Public Works shall remove said temporary traffic control devices and store them at a County facility.
  - c. The permit holder will then be charged five hundred dollars (\$500.00) for each such instance plus labor and equipment use costs.

**Safety Protection**

- A. It shall be the sole responsibility of the permit holder to ensure the continuing safety and protection of the public and the permit holder's workers.
- B. Absolutely no road occupancy, construction activity, or other work shall begin on any day until all traffic control and safety protection devices are properly deployed.
- C. The permit holder shall be required to have an individual onsite who is responsible for compliance with the approved TCP and any other applicable safety regulations.
- D. If the nature of the work requires leaving an excavation unfinished overnight or for an extended period, the permit holder shall note such on the permit application(s).
  - a. The permit holder shall place safety barriers with appropriate lighting around the unfinished excavation area.
  - b. The barriers and lighting devices shall conform to all applicable specifications and safety regulations including but not limited to the following:
    - i. AASHTO, MUTCD, NJ DOT, OSHA, and local ordinances. Additionally, the permit holder must place his name and emergency phone number on these barriers. The permit holder shall also notify local

municipal authority(s) and police department(s) in writing of the condition of the unfinished excavation and furnish the above with his name and emergency phone number.

- E. Any portions of work areas not closed to traffic shall be brought to the existing grade as specified in Sections 17 and 18 of this Policy.
- F. The permit holder shall construct and maintain adequate and safe crossings over excavations and across roadways to accommodate vehicle and/or pedestrian traffic.
  - a. The applicant shall submit all plans, design calculations, and specifications to the County Engineer at the time the application is made.
- G. Storage and/or stockpiling of equipment and/or materials within the County right-of-way outside of normal road working hours shall be prohibited.
- H. It shall be the responsibility of the permit holder to secure information regarding underground utilities by contacting the New Jersey One Call service and to undertake such measures as may be required to ensure the safety and protection of underground utilities within the work area.
- I. Permit holder and contractor(s) shall comply with the OSHA trench sheeting regulations and all other OSHA regulations, and with any other applicable laws, in the performance of the work.
- J. Temporary restoration must be smooth with no ruts or bumps.
  - a. All temporary pavement over openings must be rolled or mechanically tamped on the same day as the opening is made.
  - b. Hand raking of temporary pavement is prohibited.
- K. In the event of an emergency, if the permit holder cannot be reached or if their response time is more than one hour, the Department of Public Works may attend to the emergency.
  - a. The permit holder will then be charged one thousand dollars (\$1,000.00) for each such instance plus labor, materials and equipment use costs.

### **Inspections**

- A. The County shall inspect any road occupancy, road opening, or any other work within the County right-of-way as deemed necessary, for the purpose of confirming compliance with issued permits and this Policy.
  - a. When a permit holder is deemed to be in non-compliance by the County, the permit holder and his surety will be notified as to the deficiencies.
  - b. Upon the recommendation of an authorized inspector or agent, the County Engineer may:
    - i. Order a temporary stop to any work within or occupancy of the County right-of-way until compliance with all requirements of issued permits and this Policy is achieved.
    - ii. Order a stop to any work or occupancy and revoke a permit in which case the Department of Public Works shall, at the sole cost and expense of the permit holder, complete, or cause to be completed, any work necessary to restore the roadway.
    - iii. Correct, or cause to be corrected, any work after notification to the permit holder by the County Engineer and the neglect or refusal of the permit holder to make corrections as indicated, at the sole cost and expense of the permit holder.
    - iv. Correct, or cause to be corrected, any work should the County Engineer and/or local police department be unable to contact the permit holder or any of the permit holder's representatives whose phone numbers appear on the permit, at the sole cost and expense of the permit holder.
    - v. Take whatever action necessary to ensure the safety of the public, make repairs (temporary or permanent) and move against the permit holder's surety bond and file a claim against same.
    - vi. Take any other action the County Engineer deems to be reasonable under the circumstances.
- B. For any permitted activity the County may, at the sole discretion of the County Engineer, post a Designated Inspector on the job.
  - a. The permit holder shall be responsible for the cost of a Designated Inspector(s).
  - b. The permit holder shall make appropriate arrangements with the Burlington County Finance Department and the County Engineer to set up an escrow account for inspection fees.
  - c. The permit holder shall deposit with the Burlington County Treasurer an amount equal to five percent (5%) of the estimated cost of construction approved by the County Engineer for inspection fees relating to the permitted work.
  - d. At the option of the permit holder, the deposit may be paid for in four installments.
  - e. The initial amount of the deposit shall be twenty five percent (25%) of the escrow amount.
  - f. When the balance on the deposit drops to ten percent (10%) of the escrow amount because the amount deposited by the permit holder has been reduced by the amount paid to the County for inspection fees, the permit holder shall make additional deposits of twenty five percent (25%) of the escrow amount until the work has been accepted by the County.
  - g. Fees for inspections shall be charged against the escrow amount in accordance with the hourly base or overtime salary plus benefits for each employee.
  - h. Any money remaining in the escrow amount shall be returned to the permit holder when the work has been accepted by Burlington County.

## **Violations and Penalties**

- A. The County Engineer may take all necessary steps to enforce the provisions of this policy and may request the assistance of State and Local law enforcement officials and the Burlington County Sheriff to enforce Stop Work Orders issued.
  - a. Pursuant to N.J.S.A. 40:24-2, any person, firm, or corporation violating any of the provisions of this policy shall be treated as a disorderly person and shall be subject to a fine in an amount not to exceed one thousand dollars (\$1,000.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both.
  - b. In the case of a continuing violation, each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.
- B. Failure to notify the County Engineer of any roadway occupancy and/or roadway opening regardless of date, time and / or emergency condition shall result in a penalty / fine of a minimum of one thousand dollars (\$1,000.00) for each instance in addition to the required application and permit fees.
- C. Any action authorized by this policy to be taken by the County Engineer may be performed and taken by any duly designated agent thereon.

## **Other Requirements**

### **A. Proximity to Traffic Signals and ITS Facilities:**

- a. Prior to any road occupancy or road opening in a public right-of-way within 1,000' of a traffic signal or ITS equipment owned by Burlington County, the applicant must first contact the Burlington County Traffic Operations Center (TOC) to discuss the impact the occupancy or opening may have on the operation of the traffic signal and to determine the location of loop detectors, conduits, junction boxes and any other traffic signal equipment.
- b. Any damage to loop detectors or any other parts of traffic signal or ITS equipment caused by road occupancy or construction must be immediately replaced as directed by the TOC and/or County Engineer.
- c. Under no circumstance will splicing of loop detectors or other wiring be permitted.
- d. Traffic signal installation methods and materials shall be in accordance with Burlington County specifications.
- e. The specifications may be obtained from the Engineering Division. Shop drawings of all electrical material and equipment shall be furnished to the TOC for approval prior to issuing the permit.

### **B. Bridges and Culverts:**

- a. Prior to any road occupancy, road opening or driveway access in a public right-of-way within five hundred feet (500') of a bridge, culvert or drainage structure owned by Burlington County, the applicant must first contact the County Engineer to discuss the impact the occupancy or opening may have on the structure.
- b. No utilities may be placed above, below, or adjacent to any bridge, culvert or drainage structure, attached to any bridge, culvert or drainage structure or placed within five-hundred feet (500') of any bridge, culvert or drainage structure without prior written approval from the County Engineer.
  - i. Such required written approval must be obtained prior to and attached to all applicable permit applications.
  - ii. Permit applications will be deemed incomplete and returned to the applicant if such written approval is not included.
  - iii. In general, the County Engineer will not permit the placement of utilities beneath bridges, culverts, or drainage structures.
  - iv. If approval is granted to attach a utility to a County-owned bridge, the owner of the utility will be required to execute an easement and agreement with Burlington County prior to installing the utility.
  - v. The conditions for any utility installation within five hundred feet (500') of any bridge or culvert shall be at the sole discretion and direction of the County Engineer.
- c. The owner of any utility installed within five hundred feet (500') of a County-owned bridge, culvert or drainage structure will be required to relocate or modify said utility at the owner's sole cost and expense as necessary or required for the maintenance, repair or replacement of the County owned bridge, culvert, drainage structure and appurtenances (including guiderail).
  - i. The County Engineer shall determine, at his sole discretion, when a utility must be modified and/or relocated.
- d. The issuance of any permits by the County shall bind the owner to the requirements listed in this Policy without enumerating such requirements explicitly within the permit.

## **Fee Requirements:**

- A. An application fee shall be charged by the County Engineer for each application received, which shall be in addition to all other fees for permits or charges related to any proposed construction work.
- B. Application fee(s) are separate from permit fees and must be paid in addition to any permit fee(s).
- C. Application fees should be in the form of a check or money order.
- D. Cash will not be accepted.
- E. Application fees are non-refundable.

- F. Application fees are as follows:
  - a. Road Occupancy Application Fees
    - i. All Other Applicants \$300.00
  - b. Road Opening and Driveway Access Application Fees
    - i. All Other Applicants \$60.00
- A. A permit fee shall be charged by the County Engineer for the issuance of a permit for work within the County right-of-way, which shall be in addition to all other fees for permits or charges relative to any proposed construction work.
- B. Permit fee(s) are separate from application fees and must be paid in addition to any application fee(s).
- C. Permit fees should be in the form of a check or money order.
- D. Cash will not be accepted.
- E. The permit fee as calculated by the County Engineer for the Road Opening Permit and Access Permit shall be in an amount varying with the size of the excavation.
- F. Permit fees are as follows:
  - a. Road Occupancy Application Fees
    - i. All Other Applicants \$200.00
  - b. Road Opening and Driveway Access Application Fees
    - i. All Other Applicants

**Deposits and Bonding:**

The permit holder shall provide deposits and/or bonds in a form acceptable to the County. No permits will be issued until the applicable deposit or surety is in place. Such surety shall be in the form of a check made payable to the Burlington County Treasurer or a bond issued by a surety company authorized to do business in the State of New Jersey and acceptable to Burlington County. The full amount of the security deposit or bond shall be based on the deposit fee schedule of charges as provided herein. A separate bond will not be required for items already covered under the Burlington County Planning Board/Land Development Performance Guarantee. Bonds or surety issued to another agency will not be acceptable as surety for County issued permits.

The deposit amount shall be as follows:

- a. \$200/SY for all roadway and handicap ramp work
- b. \$75/SY for all roadside/grass work
- c. \$15/LF for all directional boring and curb
- d. \$1,500.00 minimum bond amount

Upon satisfactory completion of the work authorized under the permit, the County will refund the security deposit or release a surety bond after two (2) years for any road opening permits that are issued because of an appeal to the Permit Appeal Committee will be required.

**INSTRUCTIONS TO APPLICANTS FOR ROAD OCCUPANCY**

Submit application fee with this form. Permit fee will be determined by County Engineer.  
Make Check payable to *'Burlington County Treasurer'*. Cash will not be accepted. Fees are non-refundable.

Check appropriate box below according to type of activities on County Road. Submit proper form along with Road Occupancy Application. Incomplete application/form will not be processed.

- ROAD OPENING AND DRIVEWAY ACCESS FORM – Required for any excavation work within County right-of-way and/or any new driveway access, alteration to existing driveway access, or any change in use of an existing driveway access.
- CHARITABLE SOLICITATION FORM – Required for any solicitation within County right-of-way.
- MUNICIPAL EVENT FORM – Required for any municipal or public event which occurs within County right-of-way and/or may impact traffic on a County Road.

Check and initial appropriate boxes:

- |   | Initial(s) |
|---|------------|
| 1. <input type="checkbox"/> Included is the required Application Fee in the amount of \$ _____<br>(Refer Appendix A of Policy for application fee schedule) | _____      |
| 2. <input type="checkbox"/> I/we have attached Certificate of Insurance information as required in Section 9 of Policy.                                     | _____      |
| 3. <input type="checkbox"/> I/we have a County approved Traffic Control Plan through an approved BCPB # _____<br>OR   | _____      |
| <input type="checkbox"/> Included are 6 copies of a site-specific traffic control plan for review.  | _____      |
| 4. <input type="checkbox"/> I/we understand that no refunds will be made after an application has been filed.   | _____      |
| 5. <input type="checkbox"/> Required contact information for all subcontractors is attached to this application   | _____      |
| 6. <input type="checkbox"/> I/we certify that all required information is correct and accurate  | _____      |

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Your Name)

\_\_\_\_\_  
(Company & Title)

\_\_\_\_\_  
(Signature of Co-Applicant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Your Name)

\_\_\_\_\_  
(Company & Title)

# Appendix B

## MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES 11<sup>TH</sup> EDITION

### SECTION 6N.07 WORK ON THE SHOULDER WITH MINOR ENCROACHMENT

#### Guidance:

- A. When work takes up part of a lane, vehicular traffic volumes, vehicle mix (buses, trucks, cars, and bicycles), speed, and capacity should be analyzed to determine whether the affected lane should be closed.
- B. Unless the lane encroachment permits a remaining lane width of 10 feet, the lane should be closed.
- C. Truck off tracking should be considered when determining whether the minimum lane width of 10 feet is adequate.

#### Option:

A lane width of 9 feet may be used for short-term stationary work on low-volume, low-speed roadways when vehicular traffic does not include longer and wider heavy commercial vehicles.

#### Support:

Figure 6P-6 illustrates a method for handling vehicular traffic where the stationary or short-duration workspace encroaches slightly into the traveled way.

### CHAPTER 6P: TYPICAL APPLICATIONS

#### Notes for Figure 6P-6—Typical Application 6 Shoulder Work with Minor Encroachment

#### Guidance:

1. All lanes should be a minimum of 10 feet in width as measured to the near face of the channelizing devices.
2. The treatment shown should be used on a minor road having low speeds. For higher-speed traffic conditions, a lane closure should be used.

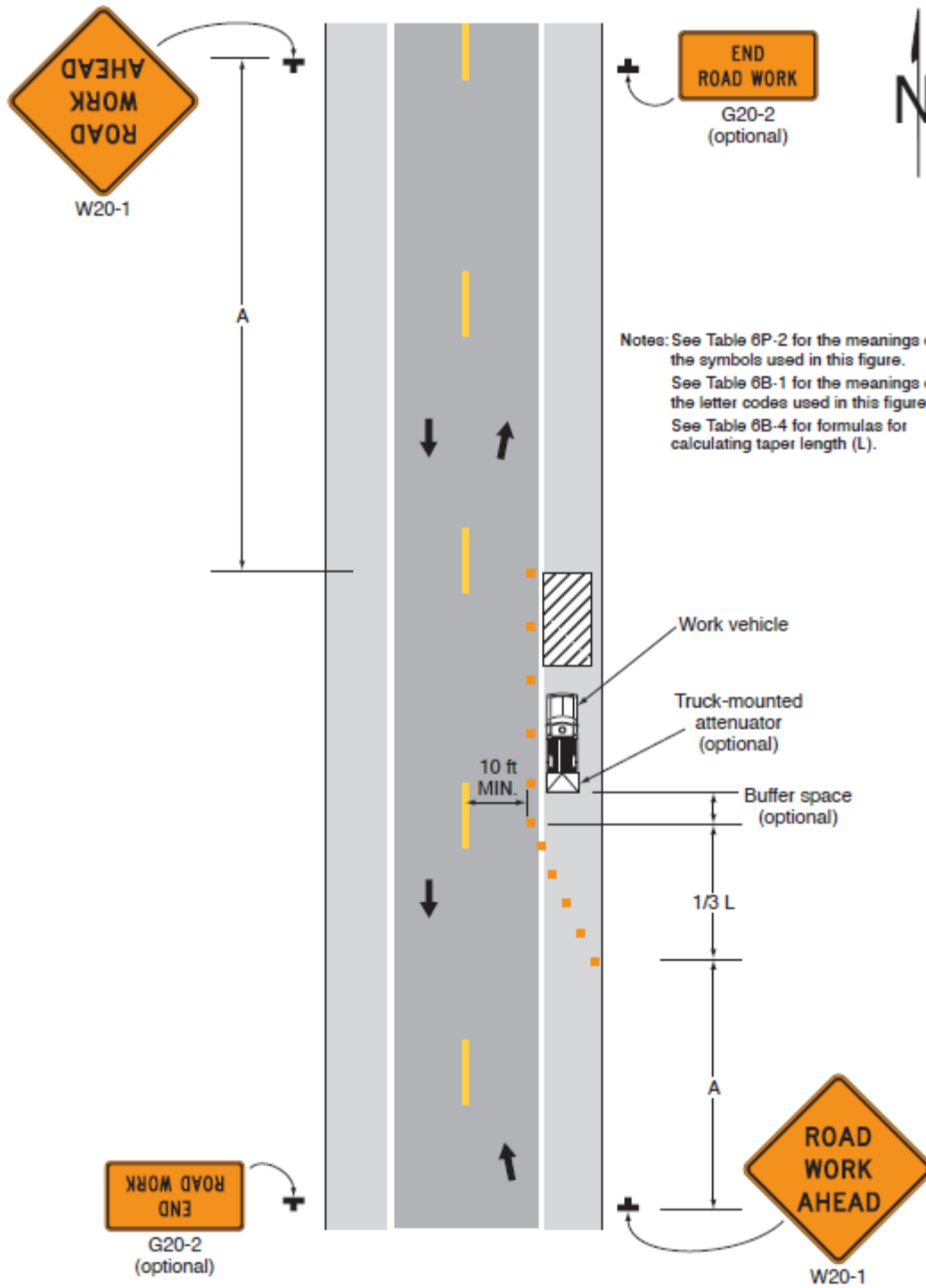
#### Option:

3. Additional positive protection devices may be used per Section 6M.02.
4. For short-term use on low-volume, low-speed roadways with vehicular traffic that does not include longer and wider heavy commercial vehicles, a minimum lane width of 9 feet may be used.
5. Where the opposite shoulder is suitable for carrying vehicular traffic and of adequate width, lanes may be shifted by use of closely spaced channelizing devices, provided that the minimum lane width of 10 feet is maintained.
6. Additional advance warning may be appropriate, such as a ROAD NARROWS sign.
7. Temporary traffic barriers may be used along the workspace.
8. The shadow vehicle may be omitted if a taper and channelizing devices are used.
9. A truck-mounted attenuator may be used on the shadow vehicle.
10. For short-duration work, the taper and channelizing devices may be omitted if a shadow vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
11. Vehicle hazard warning signals may be used to supplement high intensity rotating, flashing, oscillating, or strobe lights.

#### Standard:

12. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies.
  - Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
13. Shadow and work vehicles shall display high intensity rotating, flashing, oscillating, or strobe lights.
14. Vehicle hazard warning signals shall not be used instead of the vehicle's high intensity rotating, flashing, oscillating, or strobe lights.

Figure 6P-6. Shoulder Work with Minor Encroachment (TA-6)



Typical Application 6

# Appendix C

## GLOSSARY OF TERMS, ABBREVIATIONS, & REFERENCES

Acceptance: Respect to a Bid - The Owner's acknowledgement of receipt of a sealed bid in response to this specification.

Acceptance: Respect to Delivery of Goods and/or Services - The Owner's written acknowledgement that the Contractor has satisfactorily provided such Goods and/or Services as required by a duly awarded written contract from this specification.

Addenda/Addendum or Amendment(s) - A clarification, revision, addition, or deletion to this specification by the Owner prior to award of a contract which shall become a part of the agreement between the parties.

Agreement - Documentation that establishes a mutually binding legal relationship and conveys contractual terms, conditions, and/or requirements between two, or among more than two, public entities.

American Society for Testing and Materials (ASTM) - one of the world's largest international standards developing organizations.

Bid or Bid Solicitation - The series of documents, which establish the bidding requirements and solicits proposals to meet the needs of the Owner and includes the Bid Solicitation, Standard Terms and Conditions (SSTC), proposal forms, attachments, and Bid Amendments.

Bid Amendment - Written clarification or revision to a Bid Solicitation issued by the Owner prior to Quote opening.

Bidder - A vendor who has offered a proposal in response to solicitation for bids or proposals.

Bid Proposal Quantity - the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day - Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order - An amendment, alteration, or modification of the terms of a contract between the Owner and the Contractor. A Change Order is not effective until it is formally approved in writing by the Owner.

Closed Circuit Television (CCTV) - System where video signals are transmitted from the camera by a cable to a monitor.

Competitive Contracting - Method of contracting for specialized goods and services in which the Owner solicits formal proposals from vendors.

Contract - A mutually binding legal relationship obligating the contractor to furnish goods and/or services and the Owner to pay for them and includes standard terms and conditions, amendments, modifications, addenda, or other supporting documents describing the work to be performed.

Contracting Unit - Local units of governments (county, municipality, board, commission, committee, authority, or agency, etc.), i.e., the Owner

Contractor or Vendor - The business entity awarded a contract by the Owner.

Cured-In-Place-Pipe (CIPP) - A trenchless method of sewer construction or rehabilitation of existing sewer mains.

Days After Receipt of Order (ARO) - The number of calendar days 'After Receipt of Order' in which the Owner will receive the ordered materials and/or services.

Deliverable - Goods, products, Services and Work Product that Contractor is required to deliver to the Owner.

Differing Site Conditions - Physical condition(s) that are subsurface or otherwise concealed, or of an unusual nature, and which differ materially from those indicated in the contract documents.

Firm Fixed Price - A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs.

Grout - Helps to reestablish pipe stabilization by creating a cradle underneath, while filling any voided areas around the pipe. The grout then forms a seal around the defect and combines with the surrounding backfill, creating a gel/soil matrix that reinforces the seal.

Linear Foot (LF) - A straight-line measurement totaling 12 inches (one foot) used to determine the length of materials.

Manhole Structures (MHS) - The vertical shaft from the ground surface to a sanitary or storm water main.

Manual on Uniform Traffic Control Devices (MUTCD) - Defines the standard by which temporary traffic control work zones are established.

Material Change - A change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

May or Should - Denotes which is permissible or recommended, not mandatory.

Must or Shall - Denotes that which is a mandatory requirement.

Owner - The Mount Holly Municipal Utilities Authority.

Performance Security - A guarantee executed after award that the Contractor will complete the contract as agreed and that the Owner will be protected from loss in the event the contractor fails to complete the contract as agreed.

Pre-Bid Meeting - The purpose of which is to have known potential bidders visit the site to ascertain pertinent local conditions that can be readily determined by inspection and inquiry, such as the location, accessibility and general character of the

site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

Prevailing Wage Rate – Required for all Owner related Public Works Contracts exceeding \$2000.

Purchase Order - Document issued by the Owner authorizing a purchase transaction with a vendor.

Quote – Bidder's timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

Retainage – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Sealed Bid/Proposal - Contents of the proposal cannot be opened or viewed before the announced date and time for formal receipt and opening of bids/proposals.

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract while retaining full responsibility for the performance of all the Contractor's contractual obligations, including payment to the Subcontractor. The Subcontractor has no legal relationship with the Owner, only with the Contractor.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Contractor for a single unit identified on a price line.

Warranty – A written guarantee promising to repair or replace within a specified period.

## **ABBREVIATIONS**

NASSCO – National Association of Sewer Service Companies

MACP - Manhole Assessment Certification Program

PACP – Pipeline Assessment Certification Program

PSG – Performance Specification Guideline

PWS – Performance Work Statement

SSM – Sanitary Sewer Mains

WPCF – Water Pollution Control Facility