

**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: 2026-13

REVISION 1: MAY 7, 2026

**BID PROPOSAL FORMS & DATE FOR RECEIPT &
OPENING**

**SANITARY SEWER IMPROVEMENTS: REHABILITATION OF
SANITARY SEWER MANHOLE STRUCTURES**

BID DATE AND TIME:

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

NOTICE TO BIDDERS

Sealed proposals for **CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES** 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 (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:

Contract/Bid Name & Contract Number	Company/Firm Name & Address	Company/Firm Contact Name, Email, & Phone
--	--	--

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 Owner

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY, CONTRACT 2026-13

TABLE OF CONTENTS

Section	Contents	Page(s)
I	Notice and Instructions to Bidders	7-12
	Purpose	7
	Contract Duration	7
	Terms and Conditions	7
	Definitions	7
	Receipt of Signed/Sealed Bids:	8
	Sealed Bids Shall	8
	Sealed Bids Submitted by Partnership	8
	Sealed Bids Submitted by Corporations	8
	Sealed Bids Submitted by Sole Proprietors	8
	Sealed Bids Submitted by Joint Venture	8
	Late Submittals	8
	Opening and Recording of Bids by Owner	8
	Announcement of Proposal Information	8
	Proposal Evaluations	8-9
	Alteration by Bidder of Proposal	9
	Bidder Responsibility	9-10
	Bidder Proposals:	10
	Bidder's Assertion of Confidentiality	10
	Exemption From Public Disclosure	10
	Owner Determination	10
	Response by Bidder	10
	Cost to Defend	10
	Bidder Request to Modify Bid	10
	Bidder Request to Withdrawal Bid:	10-11
	Prior to Opening	10
	After Opening but Prior to Award	10-11
	Proposal Errors	11
	Rejection of Bids	11
	Owner's Estimate of Quantities	11
	Owner Sales Tax Act	11
Requests, Notification of Addendum, Bulletins, Clarifications, Corrections, Explanations, Information, Interpretations, or Omissions	11-12	
Prebid Conference	12	
Contract Documents	12	
Independent Contractor	12	
II	Intent of Specification	12-13
III	Standards of Performance: Acceptance, Maintenance & Non-Compliance	13-15
	Brand Names, Patents, and Standards of Quality	13-14
	Brand Names and/or Equivalent	13
	Bidder Proposed Equivalent	13
	Trademark or Patent Infringement	13-14
	The Contractor	14
	American Goods or Services to be Used When Possible	14
	Recycle Goods and Products	14
	Proprietary Goods or Services	14
	Defective Materials	14
	Defective Equipment	14
	Hazard Communication	14
	Owner's Onsite Representative	14
	Owner's Right to Perform Work	15
	Progress Meetings	15
IV	Methods of Award	15-16
	Award of Contract	15
	N.J.A.C. 5:30-5.1 et seq	15
	Erroneous Award of Contract	15
	Completion	15-16
	Substantial	15
Final Acceptance	15-16	

	Payment Approvals	16
V	Delays and Extension of Time for Completion, Damages for Delay, Disruption, or Interference	16-18
	Agreement of Parties to the Contract	16
	Responsibility for Completion of Work	16
	Owner's Right to Postpone or Suspend	16
	Contractor's Remedy	16-17
	Contractor's Right to Recovery	17
	Contractor's Forfeiture of Right to Recovery	17
	Failure to Complete Work in Established Time Concurrent Days	17 17-18
VI	Standard Changed Conditions Clause	18-19
VII	Owner's Allowance as Contingency	19-20
VIII	Termination of Contract	20
	Owner's Rights Under Contract	20
	Contractor's Liability	20
	Acquisition, Merger, Sale, or Transfer of Business	20
IX	Performance Work Statement	21-22
	Installation Plan and Schedule	21
	Application and Installation Procedures	21
	Product Specifications	21
	Qualifications and Experience	21
	Engineering and Design Calculations	21
	Tools and Equipment	21
	Public Notification	21
	Odor Control Plan	21-22
	Product Submittals	22
	Manhole Liner repair & Maintenance	22
	As-Built Drawings	22
	Warranty	22
X	Quality Assurance Plan	22-23
	Conformance With Specifications	22
	Qualifications & Certifications	22-23
	Experience	23
	Inspector	23
XI	Safety & Environmental Requirements	23
	Contractor/Employee Compliance	23
	Submittal of Written Safety Plan	23
XII	Traffic Control Plan	23-24
	Traffic Control by Contractor	23
	Traffic Control by Uniformed Officers	23
	Owner's Reimbursement for Traffic Control Expenses	23-24
	Additional Traffic Control Costs	24
XIII	The Contractor	24-28
	Review of Contract Documents and Field Conditions	24-25
	Accident and Incident Reporting	25
	Laws, Licenses, Permits, and Regulations	25
	Responsibility for the Work	25
	Written Customer Notification by Contractor	25-26
	Utilities	26
	Working in Easements and Right-of-Ways	26-27
	Preconstruction Meetings	27
	Commencement of Work	27
	Confirmation of Materials	27
	Supervision	27
	Contractor-Subcontractor Relationship	27-28
	Assignments	28
	Access Roads and Walkways	28
	Light and Power	28
Equipment and Materials	28	
Temporary Staging and Storage Facilities	28	

XIII	Technical Specifications - General	29-30
	General	29
	Description of Work and Product Delivery	29-30
	Materials	29
	Contractor Recordkeeping	29-30
	Defective Materials	30
	Contractor to Furnish All Labor & Materials	30
	References	30
	Technical Specifications - Products	30-35
	General	30
	Product & Component Systems	30-31
	Materials & Standard References	31-34
	Infiltration Control Materials	31
	Chemical Grout Material	31
	Repair Materials	31-32
	Cementitious Materials References	32
	Polymeric Materials References	32
	Hand Applied Reinforced Materials References	32-33
	Manhole Insert References	33
	Mechanical Chimney Seal Material References	33
	Applied Polymer Chimney Seal References	33
	Manhole Frame and Cover References	33-34
	Manhole Frame Adjustment Material References	33
	Interior Liner: Cementitious	34
	Manhole Liners	34
	Patching Material	34
	Infiltration Control Material	34
	Grouting Material	34
	Liner Material	34
	Cementitious Product Uses	34-35
	Repair of Internal Surfaces	34-35
	Cleaning	35
	Preparation for Manhole Lining	35
	Interior Liner:	35
	Epoxy Manhole Liners	35
	Epoxy Frame Seal Liner	35
	Technical Specifications - Preparation	35-38
	Surface Preparation Methods and Operation	35-36
	High Pressure Cleaning	36
	Debris Removal	36
	Flow Control Considerations	36
	After Cleaning Inspection	36-37
	Moisture Content	37
	Sealing Active Infiltration	37
	Repair & Resurfacing	37
Invert Rebuilding	37	
Application Materials	37	
For Invert Repairs	37	
For Invert Applications	37	
Contractor Notification	37	
Procedures Immediately Prior to Application	38	
Delivery, Storage, & Handling	38	
Warranty	38	
Technical Specifications - Installation	38-39	
General	38	
Quality Assurance-Contractor's Review of Manufacturer's Documents	38	
Pre-Rehabilitation Preparation	38	
Manhole Structure Rehabilitation	38	
Channel Rehabilitation	38	
Rehabilitation	38-39	
Cementitious Liner	39	
Repair of Internal Surfaces	39	

	Cleaning	39
	Preparation for Manhole Lining	39
	Manhole Sealing, Cementitious Manhole Liner	39-40
	Application (Spraying)	39
	Equipment	39
	Mixing	39
	Curing	39
	Weather	39-40
	Testing	40
	Epoxy Manhole Liner	40-41
	Installation of Epoxy Liner	40
	Cleaning	40
	Preparation for Lining	40
	Brick Manholes	40
	Equipment	40
	Mixing	40
	Application	40
	Curing	40
	Weather	40
	Quality Control, Inspection, Testing	40-41
	Flexible Epoxy Grade Adjustment & Frame Seal Liner	41-42
	Installation	41
	Cleaning	41
	Equipment	41
	Mixing	41
	Application	41
	Curing	41
	Weather	41
	Quality Control	41
	Replacement of Manhole Covers and Frames	41-42
	Infiltration Prevention Inserts	42
	Site Restoration	42
XIV	Explanation of Documents to be Submitted with Sealed Bid	42-47
XV	Explanation of Documents to be Submitted with Executed Contract	47-49
	Bidder Checklist	50
	Bid Exception Form	51
	Bidder Request for "Equivalent" Substitution to Technical Specifications Form	52
	Acknowledgement of Receipt of Addenda, Corrections, Deletions Form	53
	Prevailing Wage Determination	54
	Bid Proposal Forms	55-59
	Bidder's Affidavit & Debarred, Suspended & Disqualification Certification	60
	Non-Collusion Affidavit	61
	Bid Bond	62
	Consent of Surety	63
	Receipt for Return of Bid Security	64
	Statement of Ownership Disclosure Form	65-66
	W-9	67
	Business Registration Certificate	68
	Public Works Contractor Registration Certification	69
	Bidder's Project Specific Qualification Form	70
	Bidder's Project Client Reference Form	71
	Bidder's Project Specific Equipment Certification Form	72
	Bidder's Proposed Subcontractor Listing	76
	Disclosure of Contributions to N.J. Election Law Enforcement	74
	C 271 Political Contribution Disclosure Form	75-76
	Disclosure of Investment Activities in Iran	77
	Certification of Non-Involvement of Prohibited Activities : Russia and Belarus	78
	Certification of Affirmative Action Plan for Contractor and Subcontractors	79
	Small/Minority/Women Owned Business Enterprise	80
	Additional Submittal by Bidder: Materials of Manufacturer & Quality Assurances	81
	Contract Documents	82-87

	Bonds: Performance and Two-Year Maintenance Bond, Labor and Material Payment Bond	88-91
	Prevailing Wage Act Compliance Declaration	92
	Certificate of Equal Opportunity	93
	Affirmative Action Affidavit	94
	Americans With Disabilities Act of 1990	95
	Appendix A: Burlington County Board of Commissioners Policy, Procedures, and Specifications	96-106
	Appendix B: Manual for Uniform Traffic Control Devices, 11 th Edition (excerpts)	107-108
	Appendix C: Glossary of Terms and Abbreviations	109-110

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 rehabilitation of sanitary manhole structures of varying diameter, depth, 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:

- a. Be received by the Owner no later than **Thursday May 28, 2026, at 10:00 a.m., prevailing time.**
- b. Be made on the standard bid proposal form in the manner designated in the bid documents.
- c. 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.
- d. Be signed by an authorized representative.
- e. 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
- f. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days

B. Sealed bids submitted by partnerships:

- a. 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:

- a. 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.
- b. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

D. Sealed Bids by sole proprietorship:

- a. Must be signed by the proprietor.

E. Sealed bids by a joint venture:

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

F. Late Submittals:

- a. The Owner assumes no responsibilities for bid submittals forwarded by regular or overnight mail or misdirected in delivery.
- b. Bid submittals received ***AFTER 10:00 a.m. prevailing time on Thursday May 28, 2026***, will not be accepted, considered, or opened.
 - i. 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:

- a. 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.
- b. 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.
- c. 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:

- a. 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:
 - i. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying.
 - ii. Where negotiation is contemplated, only the names and addresses of the Bidders will be announced.
 - iii. 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:

- A. Bidders must insert prices for furnishing all the materials and/or labor required by these specifications.
 - a. 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. All Bidders shall include with their bids a list of all named sub-contractors to be used in completion of the work required 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@mhmua.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 **thirty (30) 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 issue 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 tortious 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 establish a "not-to-exceed" 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

Performance Work Statement	<p>Each bid submittal shall include</p> <ul style="list-style-type: none">A. Performance Work Statement (PWS) that:<ul style="list-style-type: none">a. Defines the product delivery in conformance with the requirements of this specification,b. Confirms that the proposed manhole rehabilitation system will conform to the project requirements as outlined in the Description of Work and as delineated in this specification, andc. Details the installation, means, and methods of all work to be provided as required herein.B. An installation plan/schedule describing:<ul style="list-style-type: none">a. Preparation and cleaning procedures for the various surfaces that may be encountered in the various sanitary manhole structures,b. Process for performing and documenting pre-inspections,c. Bypass or flow maintenance of the sanitary sewer system,d. Maintaining service or providing temporary service during the entirety of the manhole rehabilitation process, ande. Traffic work zone and pedestrian controlf. Health and Safety ProceduresC. Application and installation procedures of product and component systems including:<ul style="list-style-type: none">a. A detailed installation schedule that conforms to the requirements of this contract,b. Method of curing,c. Quality control, andd. Testing and final inspection and other necessary and appropriate work for a complete application and installation meeting the requirements and specifications of the manufacturer and the OwnerD. For each product and component proposed, provide detailed descriptions and the manufacturers:<ul style="list-style-type: none">a. Detailed product specifications,b. Structural design calculations:<ul style="list-style-type: none">i. Shall include data that conforms to the requirements of these specifications and be certified by a registered Professional Engineerc. Technical Data Sheets (TDS)d. Safety Data Sheet (SDS) (precautionary statements and workplace safeguards)e. Storage and handling guidelinesf. Preparation and installation procedures including tools and equipment required for a complete application/installationg. Inspection process, andh. Warranties<ul style="list-style-type: none">i. Based on review of the manufacturer's product specifications and precautionary statements, the Owner reserves the right to reject any proposed product and component system the Owner feels could comprise the underground facilities and wastewater treatment plants.E. Engineering Design Calculations:<ul style="list-style-type: none">a. Shall be in accordance with the manufacturer or other design and thickness protocols for the selected component system.<ul style="list-style-type: none">i. It will be acceptable to submit a design for the most severe manhole condition and apply that design to all manholes structure to be rehabilitated under this contract.ii. These calculations shall be performed and certified by a qualified Professional Engineer.iii. All calculations shall include proposed material manufacturers' technology data for all products and all associated technologies to be furnished to support the certified data.F. Tools and Equipment:<ul style="list-style-type: none">a. The application of the products and component systems for the work herein may require specialty mixing, spraying, and spin cast equipment considered critical for successful installation of the coating and lining products.b. Understanding the importance of having immediate access to redundant equipment is imperative to manage and reduce delays and damage to the Owner, the Contractor shall include a list of tools and equipment required for a successful and complete installation:<ul style="list-style-type: none">i. It shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown,ii. The equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described,iii. A mitigation procedure to be implemented in the event of key equipment failure during the installation process, andiv. Identify non-specialty backup equipment to be reserved by the Contractor (on will-call) from local rental companies in the event of equipment failure.G. Blockages:<ul style="list-style-type: none">a. A description of the proposed procedures for removal of existing blockages in the pipeline that may be encountered during the cleaning process.H. Public Notification:<ul style="list-style-type: none">a. Provide a draft copy of the written public notification plan including detailed staged notification to the properties affected by the manhole structure rehabilitation shall be submitted.I. Odor Control Plan:<ul style="list-style-type: none">a. Provide a draft odor control plan that will ensure that project specific odors will be minimized at the project site and surrounding area.
----------------------------	--

	<ul style="list-style-type: none"> i. Part of the plan will include methods for removing odors from inside of structures if required. J. Product Submittals <ul style="list-style-type: none"> a. Product submittals require a list of the materials and manufacturers' technical data to be incorporated in the installation. <ul style="list-style-type: none"> 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. iii. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP system. iv. Safety Data Sheets (SDS) for all materials to be furnished for the project. v. The Manufacturer's recommended cure method for the component system to be installed. K. Manhole Liner Repair & Replacement <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. A discussion of the proposed quality controls to be performed by the Contractor. ii. Defined responsibilities assigned by the Contractor to specific personnel for assuring that quality requirements for this contract are met. iii. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan. iv. 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. v. Scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting. vi. 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. L. As Built Drawings: <ul style="list-style-type: none"> a. As-Built drawings/records shall include all necessary information as outlined in the PWS or as agreed on 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 and pre- and post-inspection documentation shall be submitted to the Owner by the Contractor within 2 weeks of final acceptance of said work or as specified by the Owner. <ul style="list-style-type: none"> 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 be kept current and should always be available on the project site. iii. As-Built drawings/records shall be in the form of actual drawings, paper and electronic, spreadsheets or Word documents. M. Warranty: <ul style="list-style-type: none"> a. The materials used for the project shall be certified by the manufacturer for the specified purpose. b. The Contractor shall warrant the material and installation for a period of two (2) years. <ul style="list-style-type: none"> i. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the manhole structure, shall be repaired at the Contractor's expense in accordance with procedures included herein and as recommended by the manufacturer. ii. The Contractor shall warrant all warranty work for one (1) year in addition to the warranty required by the contract.
--	---

X. QUALITY ASSURANCE PLAN

Quality Assurance Plan	<p>Each submittal shall include a <u>Quality Assurance Plan (QAP)</u> that represents and conforms to the requirements of these specifications.</p> <ul style="list-style-type: none"> A. The QAP shall conform to the requirements of these specifications to include the following: <ul style="list-style-type: none"> a. A description of the proposed quality controls to be performed by the Contractor, b. Proposed procedures for quality control, product sampling and testing, 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, d. Scheduled performance and product test result reviews between the Contractor and the Owner, and e. Proposed methods and procedures for product and component systems repair or replacement in the event of product defects or total failure. B. Qualifications, Certifications shall include written confirmation: <ul style="list-style-type: none"> a. From the product and component system manufacturers that assigned Contractors and their employees have successfully completed the most recent required training and are competent, qualified, and where required certified to install the proposed product and component system, b. From the Contractor confirming the qualifications and experience of the Contractor, Inspector,
------------------------	---

	<p>and installation crew including the name and experience of each lead individual performing work on this contract.</p> <p>c. From the Contractor that the inspector maintains valid copies of certificates of completion of inspection and testing from professional organizations such as but not limited to NASSCO-certified MACP™ or ITCP™</p> <p>C. Experience confirmation shall include:</p> <p>a. Confirmation that the Contractor's workforce have properly and successfully installed a minimum of 15,000 vertical feet of cementitious liner and 15,000 vertical feet of epoxy liner similar in scope and size using the proposed product and component manhole rehabilitation system,</p> <p>b. Confirmation of a minimum of five (5) years of experience successfully installing the proposed product and component systems, and</p> <p>c. Confirmation that lead personnel, including the superintendent, the foreman and the lead crew personnel have a minimum of three (3) years of experience for each of the following:</p> <ol style="list-style-type: none"> i. CCTV inspection, ii. Repair of surface imperfections including replacement of missing brick or masonry, and iii. Component system installation/curing. <p>d. For Contractors that have completed training but lack the required experience, allowances may be considered by requiring a technical representative from the manufacturer to be present on-site.</p> <p>e. Personnel replaced by the Contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.</p> <p>D. Inspector:</p> <p>a. The success of a any manhole structure rehabilitation leverages an industry standard of care, performance specifications, and an inspector that understands quality control procedures required on a project; therefore, the inspector should be trained and knowledgeable in all aspects of the work required herein including:</p> <ol style="list-style-type: none"> i. The product and component systems to be used for the work required herein, ii. Proper procedures for surface preparation, material mixing, application/installation, testing, and curing, and iii. Required testing to confirm finish product acceptability standards met. <ol style="list-style-type: none"> 1. Copies of the inspections forms to be used by the inspector shall be available for inspection upon request by the Owner
--	---

XI SAFETY AND ENVIRONMENTAL REQUIREMENTS

<p>Safety and Environmental Requirements</p>	<p>A. The Contractor and his employees shall comply with applicable federal, state, and local work safety requirements with special focus on:</p> <ol style="list-style-type: none"> a. Requirements for entering permit required confined spaces, b. Traffic control/work zone safety, c. Trench/excavation, protective systems, and heavy equipment safety d. Hazard communication, e. Personal protective equipment, and f. All other health and safety regulations applicable to the work required herein. <p>B. The Contractor shall submit a proposed Safety Plan to the Owner prior to beginning any work required by this contract.</p> <ol style="list-style-type: none"> 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. b. The plan shall include: <ol style="list-style-type: none"> i. A description of the daily safety briefs to be discussed with employees to address scheduled work and apparent or potential hazards, ii. Emergency procedures to be implemented in the event of an incident/injury, iii. Site safety and security, including displaying signs or other devices as necessary for employee and worksite safety, iv. Chemical handling and mixing of products and component systems may be toxic under certain conditions requiring that: <ol style="list-style-type: none"> 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 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. c. Multi gas meters shall be worn or suspended in the work area to constantly monitor atmosphere conditions in the confined space d. Ventilation must be provided during any cutting or grinding operations
--	--

XII. TRAFFIC CONTROL PLAN

<p>Traffic Control Plan</p>	<p>A. The Contractor shall submit a formal Traffic Control Plan (TCP) for any work herein.</p> <p>B. The TCP shall be compliant with the most relevant version of:</p> <ol style="list-style-type: none"> a. The Manual for Uniform Traffic Safety Devices (MUTCD),
-----------------------------	--

	<ul style="list-style-type: none"> b. The rules and regulations of the New Jersey Department of Transportation (NJDOT), c. The Burlington County Board of Commissioners Policy, Procedures and Specifications Manual, and d. The rules and regulations of the local authority having jurisdiction or legal responsibility for the roadways to be occupied for said work. <p>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.</p> <p>D. All temporary traffic control zones, personnel, equipment, signage, etc. provided for any work herein shall be complaint with all the above agency documents.</p> <p>E. All persons performing traffic control shall be trained and if required certified to perform such function in compliance with all the above agencies.</p> <p>Traffic Control by Contractor:</p> <p>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.</p> <p>Traffic Control by Uniformed Officers:</p> <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> <ul style="list-style-type: none"> a. The Owner will not pay any administrative or related costs added to the summary by the Contractor. <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> <ul style="list-style-type: none"> a. Breakdown, failure, or unavailability of the Contractor's or subcontractor's equipment, etc., or b. Contractor's or subcontractor's staffing shortages, lateness, scheduling errors, work stoppages, etc. or c. The Contractor's or subcontractor's failure to complete scheduled work without a reason acceptable to the Owner, or d. Project delays directly related to the Contractor's or subcontractor's failure to perform work as specified herein, or 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 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 g. Overtime costs directly related to any of the above, or 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 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.
--	---

XIII. THE CONTRACTOR

<p>Review of the Contract Documents and Field Conditions</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> 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. 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. 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. D. Indemnify and save harmless the Owner from any such contributions or taxes or liability thereof. E. Guarantee any or all materials and services supplied under these specifications. F. Bear all costs associated with replacing defective, rejected, or inferior items, including all costs for return freight for same.
--	---

	<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> <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>	
Accident/Incident Reporting	The Contractor shall immediately notify the Owner of ALL 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:	
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	OSHA: Marlton: <u>856-596-5200, fax 856-596-5201, 24-hour hotline 800-321-6742, or report online: www.osha.gov</u> NJPEOSH: <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> <p>a. If a conflict should exist with the requirements of OSHA, then the most stringent statute or pertinent provision shall apply.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>Responsibility for the Work</p>	<p>The Contractor shall:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>Written Customer Notifications by Contractor</p>	<p>The Contractor shall:</p> <p>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:</p> <p>a. Work to be conducted,</p> <p>b. Date and start time, and</p> <p>c. The estimated time the sanitary sewer main and customer sewer service lateral sewer will be off-line.</p> <p>i. The maximum amount of time a sanitary sewer main or customer sewer service lateral can be out of service shall be eight (8) hours.</p> <p>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.</p> <p>B. Also provide a copy of all written notices three (3) days prior to performing work to the:</p> <p>a. The Owner</p> <p>b. Burlington County Division of Traffic Engineering</p> <p>c. Municipal authority having jurisdiction</p> <p>C. Make every effort to maintain service usage of the sanitary sewer system throughout the duration of the project.</p> <p>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.</p>
<p>Utilities</p>	<p>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.</p> <p>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.</p> <p>i. The Contractor shall not obliterate or cover up any markings designating utility facilities prior to excavation of that facility.</p> <p>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.</p> <p>b. The Contractor prior to commencing any site work shall ensure that overhead utility lines are secured from contact or physical damage during construction.</p>

	<ul style="list-style-type: none"> c. The Owner assumes no liability for the restoration of utilities damaged by the Contractor's operations as may be required by this contract. B. The Contractor shall use proper caution when excavating in and around utility service facilities. <ul style="list-style-type: none"> 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. 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. C. If an underground facility is accidentally contacted or disturbed, the Contractor shall: <ul style="list-style-type: none"> a. Immediately stop all work and notify the utility owner. b. Take protective measures as required by the utility owner. c. The Contractor shall reimburse the utility owner for all direct or indirect damage any utility structure in the prosecution of the Work. 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. e. The absence of an order from the Owner directing the Contractor to take precautions, or to refrain from performing any particular action, shall not excuse the Contractor in case of such damage. 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. D. Damaged utilities will be repaired by the respective utility company before backfilling, all at the Contractor's expense. 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. <ul style="list-style-type: none"> a. The Contractor shall provide every means of access to accommodate the utility companies in the performance of their work. b. The Contractor shall reimburse the utility company for the relocation work. c. If permitted by the respective utility, the Contractor may perform the necessary modifications. 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.
Working in Easements & Right-Of-Ways	<p>The Contractor shall:</p> <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> a. Maintain proper enclosures, barricades, warning signs, and lights as necessary. b. Contact the Owner and provide the widths and boundaries of all temporary and permanent easements obtained thereby prior to commencing construction. c. Not operate equipment or store materials on private property or outside the construction easement, without first having obtained consent from the property owner. d. All working easements within the areas given shall be delineated in the field prior to construction work. 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. <ul style="list-style-type: none"> 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. 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.
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> <ul style="list-style-type: none"> 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. 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. C. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. <ul style="list-style-type: none"> 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>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	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.
Equipment and Materials	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>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> <p>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.</p> <p>G. Products manufactured in the United States shall be used in this work, whenever available.</p> <p>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.</p> <p>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.</p> <p>a. This shall be a condition in all agreements between the Contractor and its Subcontractors.</p> <p>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.</p>
<p>Temporary Staging and Storage Facilities</p>	<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> <p>A. The Contractor shall maintain the assigned area in a neat, orderly manner free of trash, debris, etc.</p> <p>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.</p>

XIV TECHNICAL SPECIFICATIONS - GENERAL

<p>General</p>	<p>A. The Contractor shall provide:</p> <p>a. Materials,</p> <p>b. Labor,</p> <p>c. Equipment,</p> <p>d. Traffic control,</p> <p>e. Bypass pumping and/or diversion of flows as needed,</p> <p>f. Cleaning,</p> <p>g. Physical post cleaning inspection of manhole structures to be rehabilitated,</p> <p>h. Installation of cementitious or epoxy liner,</p> <p>i. Post installation inspection and testing of liver system,</p> <p>j. Quality controls,</p> <p>k. Warranty work and</p> <p>l. Other work, as specified herein.</p>
<p>Description of Work and Product Delivery</p>	<p>For the Work required herein:</p> <p>A. The Contractor shall deliver a finished product(s) including all materials, labor, equipment, and services necessary for mobilization, traffic control, bypass pumping and/or diversion of sewage flows, cleaning equipment, product installation, quality control and samples for performance of required material tests, final inspection and warranty work, as included herein.</p> <p>B. Rehabilitation materials proposed, selected, and applied to the sanitary sewer manhole structures shall be inspected and tested to confirm the installation meets or exceeds the manufacturer's performance criteria and those specified herein:</p> <p>a. Prevent infiltration or inflow from entering the manhole through rehabilitated components.</p> <p>b. Create a barrier covering rehabilitated components of the manhole that is impermeable to corrosive gases or liquids to prevent future corrosion of the rehabilitated components.</p> <p>c. Restore or replace deteriorated components of the manhole to re-establish the structural integrity of the manhole.</p> <p>d. Installations shall be free of defects that might compromise the operation or performance of the rehabilitated manhole.</p> <p>C. Contractor recordkeeping shall include but not be limited to:</p> <p>a. All materials furnished shall be marked with product information, stored in a manner as specified by the manufacturer and tested to the requirements of this contract.</p> <p>b. Samples from the project installation, marked with a chain of custody information, shall be collected at the request of the Owner.</p> <p>c. For each manhole rehabilitation, a complete and accurate record of materials installed/applied shall be prepared by the Contractor.</p>

	<ul style="list-style-type: none"> d. The record shall include the date, identifying manhole number, location, and quantities of rehabilitation components installed based on Bid Item descriptions. e. Quality assurance documentation and test reports for the products and installations shall be prepared and submitted post-rehabilitation by the Contractor as required herein. f. Testing and warranty inspections shall be executed by the Owner. D. Defects shall be repaired or replaced by the Contractor as required in the contract documents. <ul style="list-style-type: none"> a. Materials proposed, selected, and applied to the sanitary sewer manhole structures and adjoining areas during the rehabilitation processes by the Contractor shall not: <ul style="list-style-type: none"> i. Cause adverse effects to the Owner's processes or facilities during construction. ii. Result in the distribution to, formation, or production of detrimental compounds or by-products at the wastewater treatment plant or receiving waters iii. Cause damage to, or blockage or overflow, of the Owners underground infrastructure or wastewater treatment plants. b. The Contractor shall immediately notify the Owner of any adverse conditions or damaged to the Owner's underground infrastructure or wastewater treatment plants resulting from the Contractor's operations and: <ul style="list-style-type: none"> i. Identify by-products produced because of the installation operations ii. Test and monitor the levels of such products, and iii. Comply with federal, state, and local waste discharge requirements. E. The Contractor shall: <ul style="list-style-type: none"> a. Furnish all labor, equipment, tools, and materials, and the performance of all work incidental to the rehabilitation/lining of sanitary sewer manhole structures including: <ul style="list-style-type: none"> i. Cleaning all interior surfaces of the structure ii. Removing existing ladder rungs and any other protrusions iii. Preparation (plugging/patching) of the structure's interior surface b. Conduct installation operations and schedule cleanup in a manner to restore the site to existing conditions while minimizing disruption to traffic, pedestrians, businesses, property owners or tenants in accordance with local regulations.
References	<ul style="list-style-type: none"> A. ASTM, ICRI, NACE, SSPC, and other applicable standard documents, which are listed throughout the specifications, are made a part of these specifications by reference to the extent stated herein and shall be understood to mean the latest revision of said specification as amended at the time of the Notice to Bidders. <ul style="list-style-type: none"> a. Where there are differences between codes, standards, and these specifications, these specifications shall govern. B. ASCE Manuals and Reports on Engineering Practice No. 92, Manhole Inspection and Rehabilitation, Third Edition, 2022. C. NASSCO's Pipeline Assessment Certification Program (PACP™) and Manhole Assessment Certification Program (MACP™) D. NASSCO's Inspector Training Certification Program (ITCP™) for Manhole Rehabilitation
<u>TECHNICAL SPECIFICATIONS - PRODUCTS</u>	
General	<ul style="list-style-type: none"> A. Methods or products not defined herein must be pre-approved by the Owner before use on this project under these specifications. B. Materials used to stop infiltration, repair and rehabilitate shall be chemically compatible and designed to work together without causing adverse reactions or degradation to ensure the durability and effectiveness of the installed product and component systems. C. Choice of surface preparation method(s) should be determined by: <ul style="list-style-type: none"> a. The condition of the structure and concrete or masonry surface, b. Potential contaminants present, c. Access to perform work, and d. Required cleanliness and profile of the prepared surface to receive the specified polymer coating product, as recommended by the manufacturer.
Product and Component Systems	<ul style="list-style-type: none"> A. Product and component systems shall be designed to rehabilitate the existing sanitary manhole structure by providing corrosion protection, removing I&I, restoring structural integrity, or a combination thereof. B. The selection or omission of performance and submittal requirements should be specific to rehabilitating existing sanitary manhole structures based on the operating conditions, and the current and anticipated condition of the manholes scheduled to be rehabilitated. <ul style="list-style-type: none"> a. Product and component systems shall be installed or applied by the Contractor in accordance with these specifications, using equipment and methods as recommended and approved by the specific product and component system manufacturer, including surface preparation, material installation or application, cure, sampling and testing. b. Confirm that and materials to be used for the rehabilitation of the manhole are compatible. c. Do not use materials that have not been verified for compatibility. d. Method for product and component system termination in a manhole shall be in accordance with the requirements manufacturer. C. The required wall thickness of a coating or liner is tied to the interactive performance properties of the with the manhole and the loads deemed likely to be acting on the manhole structure in the future. <ul style="list-style-type: none"> a. Chapter 7 of ASCE Manuals and Reports on Engineering Practice No. 92 provides guidance on product and component system wall thickness design for full-depth manhole rehabilitation,

	<p>addressing existing problems and ensuring the rehabilitated manhole meets expectations for an extended service life.</p> <p>D. Product data submittals for each proposed product and component system for installation under this Contract shall include the manufacturers:</p> <ol style="list-style-type: none"> a. Technical data sheet(s) including manufacturer, product material type, intended use, chemical resistance, mechanical & physical properties, and standards referenced for materials or design. b. Safety Data Sheets (SDS) for all materials to be furnished for the project. c. Installation or application requirements such as mixing, additives, set time, cure time, return to service, compatibility with other materials, requirements for multiple application layers of the same or different materials, and equipment required for delivery of a quality product. d. Quality assurance guidelines for inspection and testing throughout the installation process including acceptance protocol. <p>E. Product and component systems consisting of a coating or liner material application or wall thickness shall:</p> <ol style="list-style-type: none"> a. Sustain prescribed earth, hydrostatic and dynamic loading without support of the existing structure. b. Sustain prescribed hydrostatic loading by groundwater while maintaining a bond to the existing structure. c. Provide a monolithic protective barrier against corrosion. <p>F. Certification and submission of design by a registered Professional Engineer is required for the following:</p> <ol style="list-style-type: none"> a. Manholes specified to be structurally rehabilitated to sustain prescribed earth, hydrostatic and dynamic loading without support by the existing structure. <p>G. Certification and submission of the required thickness (i.e., wall thickness) of the installed product and component systems and/or additional design requirements by the manufacturer are required for the following:</p> <ol style="list-style-type: none"> a. Manholes specified for structural restoration or rehabilitated to sustain prescribed hydrostatic loading by groundwater. <p>H. Certification and submission of third-party chemical resistance testing, minimum application thickness, and installed inspection procedures required by the manufacturer is required for the following:</p> <ol style="list-style-type: none"> a. Manholes specified for rehabilitation to prevent future corrosion for prescribed operational conditions. <p>I. Submission of third-party testing provided by the manufacturer will be acceptable for application suitability for the following:</p> <ol style="list-style-type: none"> a. Manholes specified to receive a coating to restore mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. b. Manholes specified to receive repair materials for select portions of the manhole.
<p>Materials and Standard References</p>	<p>A. Infiltration Control Materials:</p> <ol style="list-style-type: none"> a. Hydraulic Water Plug - rapid setting cementitious materials shall be designed specifically for leak control with the following requirements: b. References: <ol style="list-style-type: none"> i. ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens) ii. ASTM C1090 Standard Test Method for Measuring Changes in Height of Cylindrical Specimens of Hydraulic-Cement Grout iii. [Optional] Initial Set Time at 70°F: 60 to 90 seconds with final set time 1 hour iv. [Optional] Compressive Strength, ASTM C109, minimum value of [XXX] psi in 1 hour, [XXX] psi at 24 hours. v. [Optional] Shrinkage, ASTM C1090, minimum value at 28 days of 0%, tested at 90% relative humidity. <p>B. Chemical Grout Material - chemical grout specially formulated to stop active infiltration, seal cracks and around penetrations. References:</p> <ol style="list-style-type: none"> a. ASTM F2414 Standard Practice for Sealing Sewer Manholes Using Chemical Grouting. b. The grout shall quickly react with water to form a waterproof membrane. c. Minimum set time shall be established to ensure grout travel is achieved to stop active infiltration. Reaction time and shrinkage shall be controllable with the use of chemicals supplied by the same manufacturer. d. The grout shall be non-toxic in its cured form. e. Oakum Water Plugs shall include rapid setting, oil-free oakum and hydrophilic grout to seal active infiltration. <ol style="list-style-type: none"> i. Oil-free oakum meeting Federal Specification HH-P-117 saturated with a hydrophilic urethane resin specially formulated for leak control. <p>C. Repair Materials:</p> <ol style="list-style-type: none"> a. Materials shall be designed to fill large voids in manhole walls and to repair or reconstruct benches, channels, and inverts. b. Repair materials shall be specifically designed and/or formulated for compatibility with other materials to be used in contact with repair materials or resistant to direct exposure to the corrosive environment of the existing manhole. <ol style="list-style-type: none"> i. Polymer materials shall include solvent-free polymer grout or mastic.

- ii. Cementitious materials shall include factory blended, rapid setting, high early strength, non-shrink repair mortar.
- D. Cementitious Materials References:
- a. ASTM F2551 Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes
 - b. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - c. ASTM C78 Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading
 - d. ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
 - e. ASTM C267 Standard Test Methods for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes
 - f. ASTM C469 Standard Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression
 - g. ASTM C496 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
 - h. ASTM C666 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
 - i. ASTM C882 Standard Test Method for Bond Strength of Bonding Systems Used With Concrete by Slant Shear
 - j. ASTM C1090 Standard Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout
 - i. Materials shall be factory blended, one-component (just add water) cementitious or geopolymer formulations specifically designed for the rehabilitation of manholes.
 - ii. Suitable for hand troweled, spray or centrifugally cast (i.e., spincast) application.
 - iii. Materials shall meet the requirements of these contract documents.
 - iv. When specified for corrosion resistance, test results shall include sulfide resistance in accordance with ASTM C267.
- E. Polymeric Materials, References:
- a. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
 - b. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - c. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics
 - d. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - e. ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages
 - f. ASTM D7234 - Standard Test Method for Pull-off Adhesion Strength of Coatings On Concrete Using a Portable Adhesion Tester
 - g. ASTM G210 - Standard Practice for Operating the Severe Wastewater Analysis Testing Apparatus
 - h. SSPC SP-10/NACE No. 2 - Near-White Metal Blast Cleaning
 - i. SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete
 - j. ICRI Technical Guideline No. 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
 - k. NACE SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 - i. Polymeric materials shall include epoxy, polyurethane, polyurea, and multi-layer polyurea with polyurethane foam SYSTEMS. These shall be solvent-free and specifically formulated and designed for the rehabilitation of manholes.
 - ii. Suitable for hand troweled, spray or centrifugally cast (i.e., spincast) application.
 - iii. Materials shall meet the performance requirements of these contract documents. Chemical resistance test results shall include reagents commonly found within sanitary sewer environment when tested in accordance with ASTM D543.
- F. Hand Applied Reinforced Materials References:
- a. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
 - b. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - c. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics
 - d. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - e. ASTM D7234 - Standard Test Method for Pull-off Adhesion Strength of Coatings on Concrete Using a Portable Adhesion Tester
 - f. ASTM G210 - Standard Practice for Operating the Severe Wastewater Analysis Testing Apparatus
 - g. SSPC SP-10/NACE No. 2 - Near-White Metal Blast Cleaning
 - h. SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete
 - i. ICRI Technical Guideline No. 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
 - j. NACE SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 - i. Materials shall consist of fiberglass fabric of Type E glass and solvent-free epoxy specifically

formulated and designed for use in constructing a composite liner for the rehabilitation of manholes.

- ii. Materials shall meet the performance requirements of these contract documents.
- iii. Chemical resistance test results shall include reagents commonly found within sanitary sewer environment when tested in accordance with ASTM D543.

J. Manhole Inserts References

- a. ASTM C1244 Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
- b. ASTM D3753 Standard Specification for Glass-Fiber Reinforced Polyester Manholes and Wet Wells
- c. Inserts shall comply with ASTM D3753 and the following:
 - i. Inserts shall be single piece barrel and [concentric] [eccentric] reducer construction without seams, joints, or sections, comprised of chopped strand and continuous fiber glass reinforcement within isophthalic polyester resin containing finely graded sand.
 - ii. Materials shall be resistant to corrosive attack from sanitary sewage and sewer gases including sulfuric acid and shall satisfy the 100,000-hour criterion in ASTM D3753.
 - iii. Interior and exterior surfaces shall be smooth and free of sharp projections and protruding glass fibers. No blisters or delamination shall be visible.
 - iv. Inserts shall be sized to fit inside existing manholes and allow grade rings and frame between the top and finish grade. Wall thickness shall provide an AASHTO H-20 load rating and wall stiffness of 36 psi minimum.
- d. Sealants:
 - i. A sealant, as recommended by the manufacturer shall be inserted between the fiberglass reinforced polymer reducer and frame.
 - ii. Sealant between fiberglass reinforced polymer insert and the surfaces of the manhole base shall be a quick-setting grout as recommended by the manufacturer.
 - iii. Grout shall meet the specifications required by the manufacturer.

K. Mechanical Chimney Seal Materials References:

- a. ASTM C923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
- b. The flexible sleeve portion of the seal shall be extruded or molded from a high-quality rubber compound, which conforms to the resilient material properties prescribed in ASTM C923 Table
 - i. The sleeve shall have an unexpanded vertical height sufficient to seal the entire grade adjustment area and be corrugated or pleated to allow for vertical and horizontal movement.
 - ii. The expansion bands used for compressing the sleeve and extensions against the manhole shall be fabricated stainless steel, conforming to the applicable section 4.2 of ASTM C923.
 - iii. The manufacturers mechanism used to expand the bands shall have the capacity to develop sufficient pressure to create a watertight seal.
 - iv. The bands shall be permanently held in the expanded position with a positive locking mechanism that conforms to the applicable section 4.2 of ASTM C923.

L. Applied Polymer Chimney Seal References:

- a. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
- b. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
- c. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics
- d. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- e. ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages
- f. ASTM D7234 - Standard Test Method for Pull-off Adhesion Strength of Coatings on Concrete Using a Portable Adhesion Tester
- g. SSPC SP-10/NACE No. 2 - Near-White Metal Blast Cleaning
- h. SSPC SP-13/NACE No. 6 - Surface Preparation of Concrete
- i. ICRI Technical Guideline No. 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
- j. NACE SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 - i. Polymer chimney seal materials shall include epoxy, polyurethane, and polyurea SYSTEMS.
 - ii. These shall be solvent-free and specifically formulated and designed for rehabilitation and sealing of a manhole chimney.
 - iii. Suitable for hand troweled or spray application.
 - iv. Materials shall meet the performance requirements of these contract documents.
 - v. Chemical resistance test results shall include reagents commonly found within sanitary sewer environment when tested in accordance with ASTM D543.

N. Manhole Frame and Cover References:

- a. AASHTO M306 Standard Specifications for Drainage, Sewer, Utility, and Related Castings
- b. ASTM A48 Standard Specification for Gray Iron Castings
- c. ASTM A536 Standard Specification for Ductile Iron Castings
 - i. Gray iron castings shall conform to the requirements of ASTM A48 Class 35B.
 - ii. Ductile iron castings shall conform to the requirements of ASTM A536 Grade 80-55-06,

	<p>unless otherwise specified by the Owner.</p> <ul style="list-style-type: none"> iii. Castings shall be manufactured true to pattern and component parts shall fit together in a satisfactory manner. iv. Circular manhole frames, covers, and grates shall be furnished with machined horizontal bearing surfaces unless otherwise specified. v. Square and rectangular units shall be furnished with an as-cast bearing surface unless otherwise specified. vi. All frame and cover materials shall meet the load rating requirements of AASHTO M306. <p>O. Manhole Frame Adjustment Materials References:</p> <ul style="list-style-type: none"> a. AASHTO M306 Standard Specifications for Drainage, Sewer, Utility, and Related Castings b. ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections c. ASTM D3575 Standard Test Methods for Flexible Cellular Materials Made from Olefin Polymers d. ASTM D4819 Standard Specification for Flexible Cellular Materials Made From Polyolefin Plastics e. ASTM D4976 Standard Specification for Polyethylene Plastics Molding and Extrusion Materials <ul style="list-style-type: none"> i. Manhole frame adjustment materials shall be HDPE, PVC, expanded polypropylene (EPP), rubber, brick, block, cement or poured concrete meeting the requirements of applicable material type standards as shown in detail in these specifications. All manhole adjustment materials shall meet the load rating requirements of AASHTO M306, HS-20 and HS-25.
Interior Liner: Cementitious	<p>A. Manhole liners under this part shall apply to eliminating infiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity of the substrate.</p> <ul style="list-style-type: none"> a. The materials, mixing ratios, and procedures utilized for the lining process shall be in accordance with the manufacturer's recommendations. b. The applicator shall be approved and trained by the manufacturer of the lining system materials. c. The product shall be manufactured by Strong-Seal Systems, Corp., Pine Bluff, Arkansas; Quadex Inc., North Little Rock, Arkansas or Owner approved equivalent. <p>B. Patching Material: A quick setting corrosion resistant cementitious material shall be used as a patching material.</p> <ul style="list-style-type: none"> a. It shall be mixed and applied according to manufacturer's recommendations and have the following minimum requirements: <ul style="list-style-type: none"> i. Compressive Strength: ASTM C579B, 1,400 psi, 6 hrs. ii. Bond: ASTM C321, 1,000 psi, 24 hrs. iii. Applied Density: 120 lbs ± 5 lbs pcf iv. Shrinkage: ASTM C157, 0% at 90% R.H. <p>C. Infiltration Control Material: A rapid setting cementitious product, specifically formulated for leak control, shall be used to stop minor water infiltration.</p> <ul style="list-style-type: none"> a. It shall be mixed and applied according to manufacturer's recommendations and have the following minimum requirements: <ul style="list-style-type: none"> i. Compressive Strength: ASTM C579B, 600 psi, 1 hr., 1,000 psi, 24 hrs. ii. Bond: ASTM C321, 30 psi, 1hr., 80 psi, 24 hrs. <p>D. Grouting Material: A cementitious grout shall be used for stopping very active infiltration, filling voids, and shall be mixed and applied according to manufacturer's recommendations.</p> <ul style="list-style-type: none"> a. The cementitious grout shall be volume stable and have a minimum twenty-eight (28) day compressive strength of 250 psi and a one (1) day compressive strength of 50 psi. b. A cementitious grout designed for special soil conditions shall be used per manufacturers' recommendations. <ul style="list-style-type: none"> i. The cementitious grout will be volume stable and have a minimum twenty-eight (28) day compressive strength of 1,000 psi. <p>E. Liner Material: A cementitious product shall be used to form a structural/structurally enhanced monolithic liner covering all interior substrate surfaces, be applied with machinery specially designed for the application, and shall have the following minimum requirements at twenty-eight (28) days:</p> <ul style="list-style-type: none"> a. Compressive Strength: ASTM C495, >3,000 psi b. Tensile Strength: ASTM C496, >300 psi c. Flexural Strength: ASTM C293, >600 psi d. Shrinkage @ 90% R.H.: ASTM C596, 0% e. Bond: ASTM C321, >130 psi f. Density, when applied: 105 pcf g. Liner material shall be one of the following products or Owner approved equivalent: <ul style="list-style-type: none"> i. Strong-Seal ® MS-2A shall be made with Type I or Type III Portland Cement and shall be used according to manufacturer's recommendations in applications where there is no, or very mild, sulfide conditions (pH 3.0 or higher). ii. Strong-Seal ® MS-2C or Quadex Aluminaliner shall be made with Calcium Aluminate Cement and shall be used according to manufacturer's recommendations in applications where there is evidence of severe sulfide conditions (pH 2.0 or higher). iii. Strong -Seal ® Sewpercoat ® PG or Quadex Approved Equal shall be used in applications where harsh hydrogen sulfide conditions regardless of surface pH, if environment is in a municipal sanitary system.
Cementitious Product Uses	A. Repair of internal surface of the sanitary manhole structure by installing a cementitious lining shall consist of:

	<p>B. Cleaning all interior surfaces of the sanitary manhole structure</p> <p>a. Removal of any existing ladder rungs/steps</p> <p>C. Preparation (plugging/patching) of the interior surfaces of the sanitary manhole structure as required to prepare for lining for lining including:</p> <p>a. Repair of frame seal</p> <p>b. Grade adjustment</p> <p>c. Cone/wall joint</p> <p>d. Pipe seals</p> <p>e. Bench</p> <p>f. Invert</p> <p>g. Lining the entire interior surfaces of the sanitary manhole structure with a structural/structurally enhanced monolithic liner.</p> <p>h. Any bench, invert, pipe seal with roots, visible damage and/or extraneous water leakage shall be repaired prior to installation of cementitious liner.</p>
Interior Liner: Epoxy	<p>A. The epoxy manhole liner shall be chemical resistant (below a pH of 2.0), VOC compliant, moisture tolerant, 100% solids, two (2) component epoxy system with the following properties:</p> <p>a. Flexural Strength [ASTM D790]: > 10,000 psi</p> <p>b. Compressive Strength [ASTM D695]: > 10,000 psi</p> <p>c. Tensile Strength [ASTM D638]: 7,000 psi</p> <p>d. Adhesion: Concrete Substrate Failure</p> <p>e. Abrasion Resistance [Tabor Coefficient, ASTM D4060]: < 95 mg loss</p> <p>B. Flexible Epoxy Grade Adjustment and Frame Seal Liner: shall be 100% solids, solvent free, chemical resistant, VOC compliant, moisture tolerant, two (2) component flexible epoxy coating system with the following properties:</p> <p>a. Tensile Strength [ASTM D638]: > 1,500 psi</p> <p>b. Tensile Ultimate Elongation [ASTM D638]: 200%</p> <p>c. Hardness, Shore D [ASTM D2240]: 65</p> <p>d. Adhesion [ASTM 4541, 10-12 mils DFT] Steel (SSPC-10):</p> <p>e. Concrete: > 930 psi Concrete Substrate Failure</p> <p>f. Temperature Resistance [Steel unprimed and concrete]: 200°F</p> <p>g. Initial Tear Resistance [ASTM D1004]: 330lbs/in</p> <p>h. Tear Strength [ASTM D624]: 225lbs/in</p> <p>i. Abrasion Resistance [Tabor Coefficient, ASTM D4060]: < 50 mg loss</p>

TECHNICAL SPECIFICATIONS - PREPARATION

Surface Preparation Methods and Operation	<p>A. This section defines the surface preparation and resulting condition of brick, mortar, and other masonry surfaces to achieve a suitable surface for top-coating with bonded cementitious and polymer linings.</p> <p>a. When coating or lining, adhesion to the existing substrate is required, and surface preparation must produce a sound surface including a roughness profile or Concrete Surface Profile (CSP) that will promote a strong mechanical bond between the manhole surface and the coating or lining being applied or installed.</p> <p>b. Preparation of the manhole structure should be considered a critical project requirement when rehabilitating a manhole. If the manhole is not properly cleaned and prepared, the effective life of the rehabilitated manhole may be reduced significantly.</p> <p>c. Maintain or bypass flow in the manhole throughout duration of project to prevent backups or overflows.</p> <p>d. Brick manholes, masonry surfaces, and Portland mortar joints require surface preparation to remove any surface contaminants prior to the application of bonded cementitious and polymer materials.</p> <p>e. Surface preparation including pressurized water blasting and pressurized detergent water blasting is intended to provide a clean, dry, contamination-free, and sound masonry surface and bench section without damaging the brick or other masonry surfaces within the manhole structure by removal of:</p> <p>i. Fats, Oils, and Grease (FOG),</p> <p>ii. Dirt,</p> <p>iii. Loose or unsound brick, mortar, and other masonry,</p> <p>iv. Efflorescence,</p> <p>v. Dry, firmly adhering foreign material,</p> <p>vi. Existing cementitious and Polymer linings and</p> <p>vii. To expose the existing surface texture in preparation for the application of protective linings without damaging or altering the surface profile of the manhole.</p> <p>viii. If brick glaze is present, additional surface preparation methods such as acid etch cleaning, mechanical grinding, or abrasive blasting are required to remove the brick glazing.</p> <p>f. Other surface preparation or remedial repairs to be completed by the Contractor prior to rehabilitation include:</p> <p>i. Cutting/removal existing manhole steps,</p> <p>ii. Replacing missing manhole brick or masonry surfaces,</p> <p>iii. Repointing Portland joints,</p> <p>iv. Elimination of water infiltration,</p>
---	---

- v. Daming, plugging, or diverting flow from piping entering the structure
- g. Before starting cleaning or preparation work, install a perforated device, catch bucket, or other straining device to prevent construction debris from entering downstream pipes.
- B. High Pressure Cleaning: is intended to remove material but not damage the structural surfaces. Consult the product and component system manufacturer for recommended cleaning process and pressure washing levels.
 - a. Use a high-pressure washer delivering between 3,500 - 5,000 psi with a minimum of four gallons per minute being delivered through the spray tip.
 - b. The spray tip should be kept between 6 and 12 in. from the surface and be held at an angle between 45° and 90° to the surface being cleaned.
 - c. A rotating spray nozzle or fan nozzle may be used for cleaning if it meets the pressure and flow requirements for the intended purpose.
 - d. The spray tip should be directed across the surface at a speed of no more than one foot per second.
 - e. Cleaning should begin with the frame surface and progress down to and include the bench.
 - f. If the surface is especially dirty or has buildup of FOG, bio-degradable cleaning agents should be added to the pressure washer water, or the water may be heated.
 - i. When hot water is required, it should be heated to 210°F.
 - g. For glaze removal, the Contractor shall:
 - i. Use dry abrasive blasting, wet abrasive blasting, power tool grinders, or acid etching to remove glazing from brick or masonry surfaces to produce a uniformly prepared, glaze-free brick surface.
- C. Debris removal from manhole and incoming sewer connections:
 - a. Handle cleaning water to prevent water and residue from causing damage.
 - b. Do not discharge debris downstream through the sewer system.
 - c. Properly dispose of debris and residue from cleaning and other construction operations at the Owner's wastewater facility at 300 Rancocas Road, Mount Holly, New Jersey 08060.
- D. Flow Control Considerations:
 - a. To achieve a monolithic installation, flow must be diverted from those areas of the manhole that are planned for rehabilitation.
 - b. Flow control shall be conducted as required by the product and component system manufacturer.
 - c. Flow control shall only be initiated under the Owner's direction
- E. After cleaning the Contractor shall:
 - a. Inspect the prepared manhole structure surfaces to confirm they are clean and free of surface contamination, existing coatings, debris, dust, dirt, FOG sound, and exhibit a natural textured surface.
 - b. Remove any evidence of remaining contamination or unsound substrate shall require removal by additional surface preparation.
 - i. Impact tools such as chipping hammers or other devices may be required to remove unsound mortar
 - c. Verify the soundness of the prepared surface as may be recommended by the manufacturer of the cementitious or polymer surface materials being applied as part of the rehabilitation process.
 - d. Surface pH testing of the brick, mortar or other masonry surfaces can also be used to confirm the substrate has been properly prepared to an acceptable minimum pH (typically 8 pH or greater) in accordance with the cementitious or polymer surface material manufacturer's recommendations.
 - e. Repair irregularities in manhole using materials compatible with proposed product and component system materials and as recommended by the manufacturer.
 - i. Repair products shall be used to fill voids, bug holes, and/or smooth transitions between components prior to the installation of the product and component system.
 - ii. Repair materials must be properly cured and must be compatible with the product and component system and shall be used and applied in accordance with the manufacturer's recommended requirements.
 - f. Large voids shall be filled using products consistent with the original construction.
 - g. All repair and resurfacing materials should be properly cured and prepared for product and component system top coated application.
 - i. When the repair or resurfacing material is to be top coated, the cure required shall be as recommended by the topcoat product and component system manufacturer.
 - h. Trim and grout incoming laterals and pipes as required to install the specified product and component system.
 - i. Use chemical injection grout or hydraulic cement water stop materials to eliminate active water infiltration shall be arrested using chemical injection grout or hydraulic cement water stop materials.
 - ii. Remove any unreacted chemical injection grout or hydraulic cement water stop materials.
 - iii. Refer to ICGC Grouting Manual.
 - i. Reinstall any missing or displaced brick or masonry surfaces, missing mortar and tuckpoint mortar joints using an approved material compatible with the cementitious or polymer lining to be applied.
 - j. Alternately, a cementitious or polymeric repair mortar can be used to fill the void space of missing

	brick or other masonry surfaces.
Moisture Content	<p>A. Moisture content in the manhole substrate can inhibit adhesion of coatings and linings and may be described as including five states:</p> <ol style="list-style-type: none"> a. Wet - Substrate is saturated with visible water present on the surface, b. Damp - Moisture is present in the substrate, feels damp to the touch with possible visible signs of moisture on the surface, c. Saturated Surface Dry (SSD) - Where the substrate is saturated with water, but there is no standing water on the surface, and although the surface may appear damp, it neither glistens nor feels wet to the touch, d. Air Dry - Where the substrate is not fully dry but has been exposed to air where it no longer feels wet to touch, and e. Oven Dry - Where the moisture is removed by using a heat source leaving the substrate completely dry. <p>B. The requirements for surface preparation including acceptable moisture content of the substrate should be provided by the coating or lining manufacturer.</p>
Sealing Active Infiltration	<p>A. This work consists of hand applying a hydraulic water plug or chemical grout designed to instantly stop running water or seepage in concrete and masonry structures.</p> <ol style="list-style-type: none"> a. The Applicator shall apply material in accordance with manufacturer's recommendations in accordance with the following minimum specifications: <ol style="list-style-type: none"> i. The area to be repaired must be clean and free of debris per the requirements set forth elsewhere in these specifications. ii. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth recommended. iii. Place a generous amount of the hydraulic water plug material to the active leak, with a smooth fast motion, maintaining external pressure as recommended by the manufacturer, repeat until leak is stopped. iv. Proper application should not require special mixing of product or special curing requirements after application. v. Oil-free oakum water plugs are made by saturating oakum with chemical grouts following approved submittals and using additives as required. vi. Place and cure following manufacturer's recommendations. vii. Injection grouting shall consist of the injection of chemical grouts following approved submittals to stop active infiltration installed in accordance with ASTM F2414.
Repair and Resurfacing	<p>A. Repair irregularities in manhole using materials compatible with proposed product and component system materials and as recommended by the manufacturer.</p> <ol style="list-style-type: none"> a. Repair products shall be used to fill voids, bug holes, and/or smooth transitions between components prior to the installation of the product and component system. b. Repair materials must be properly cured and must be compatible with the product and component system and shall be used and applied in accordance with the manufacturer's recommended requirements. c. Large voids shall be filled using products consistent with the original construction. d. All repair and resurfacing materials should be properly cured and prepared for product and component system top coated application. e. When the repair or resurfacing material is to be top coated, the cure required shall be as recommended by the topcoat product and component system manufacturer. f. Trim and grout incoming laterals and pipes as required to install the specified product and component system.
Invert Rebuild	<p>A. Use approved repair materials to fill large voids and repair manhole channels prior to installation of product and component system.</p> <p>B. For invert repairs:</p> <ol style="list-style-type: none"> a. Flow must be temporarily removed or diverted prior to cleaning. b. The area to be repaired must be cleaned and free of debris. c. Mix water used with cementitious patching materials shall be clean potable water. d. Cementitious material shall be mixed per manufacturer's specifications. e. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by hand or trowel. <p>C. For invert applications:</p> <ol style="list-style-type: none"> a. Care should be taken to not apply excessive material in the channel, which could restrict flow. b. Once applied, materials should be smoothed either by hand or trowel to facilitate flow, minimize turbulence, and avoid the collection of debris. c. Flow shall be released when material has set or cured in accordance with manufacturer's requirements.
Contractor Notification	Prior to commencing any work, the Contractor shall provide a minimum of 48-hours written notice to the Owner, local law enforcement having jurisdictions, and affected property owners advising of what work will be performed and what safeguards they must use to protect their property and assist the Contractor in successfully completing the work so that underground utilities can be restored as quickly as possible.

Procedure Immediately Prior to Application	<p>Immediately prior to application the Contractor shall:</p> <ul style="list-style-type: none"> A. Confirm that all surfaces to be coated comply with the degree of cleanliness defined herein. B. Re-clean the surfaces as needed to remove potential contaminants if the manhole is exposed to or was placed into sewer service after completion of surface preparation. C. Test the prepared brick or other masonry surfaces in accordance with manufacturer's guidelines for residual moisture after cleaning and drying but prior to the application of the cementitious or polymer lining. <ul style="list-style-type: none"> a. If a specific measured moisture percentage content is required for proper performance of the coating system to be applied, the Contractor shall dry the manhole surface until the moisture content of the brick or other masonry surfaces is within acceptable limits as required by the manufacturer.
Delivery, Storage, and Handling	<ul style="list-style-type: none"> A. Rehabilitation component materials are to be kept dry, protected from weather and stored under cover and in accordance with manufacturer's recommendations. B. Materials are to be handled according to their safety data sheets (SDS) and manufacturer recommendations.
Warranty	<p>The Contractor:</p> <ul style="list-style-type: none"> A. Shall warrant the installation of the rehabilitation components (materials and workmanship) for two (2) years after receipt of written notice of final acceptance from the Owner. B. During the warranty period, if the rehabilitation component fails, delaminates, peels or presents a defect, which may materially affect the integrity, strength, function and/or operation of the manhole structure, it shall be immediately repaired at the Contractor's expense to the quality originally specified or approved in the contract documents. <p>The Manufacturer shall:</p> <ul style="list-style-type: none"> A. Warrant that materials used for the project are certified by the manufacturer for the specified purpose. B. Warrant all raw materials and installation to be free from defects for two (2) years after receipt of written notice of final acceptance from the Owner to the Contractor.

TECHNICAL SPECIFICATIONS - INSTALLATION

General	<ul style="list-style-type: none"> A. Contractor shall use this time to review and document materials and equipment to be used, for Quality Assurance and testing requirements. <ul style="list-style-type: none"> a. Product and component systems shall be installed or applied by the Contractor in accordance with these specifications, using equipment and methods as recommended and approved by the specific product and component system manufacturer, including surface preparation, material installation or application, cure, sampling and testing. b. Confirm that and materials to be used for the rehabilitation of the manhole are compatible. c. Do not use materials that have not been verified for compatibility. d. Method for product and component system termination in a manhole shall be in accordance with the requirements manufacturer, or as submitted and approved in the PWS. B. Pre-Rehabilitation Preparation <ul style="list-style-type: none"> a. Preparation of the manhole structure should be considered a critical project requirement when rehabilitating a manhole. <ul style="list-style-type: none"> i. Before starting cleaning or preparation work, install a perforated device, catch bucket, or other straining device to prevent construction debris from entering downstream pipes. ii. Clean interior surfaces of manhole to produce a uniform, sound, clean and neutralized surface suitable for installation or application of the specified product and component system and to promote adhesion to the manhole surfaces when required for performance of the product and component system being installed. iii. If the manhole is not properly cleaned and prepared, the effective life of the rehabilitated manhole may be reduced significantly. iv. Surface preparation for materials that rely on adhesion, must produce a sound surface including a roughness profile and porosity that will promote a strong mechanical bond between the manhole surface and the applied material. b. When the channel is rehabilitated: <ul style="list-style-type: none"> i. Conditions such as incoming force mains, large diameter sewers, or high flow levels may require bypassing the existing flow around the manhole being rehabilitated. ii. To achieve a monolithic installation, flow must be diverted from those areas of the manhole that are planned for rehabilitation. iii. Flow control shall be conducted as required by the product and component system manufacturer. <ul style="list-style-type: none"> 1. Flow control can be as simple as plugging the incoming pipes and monitoring the flow back-up in each pipe, 2. Placing a flow through jumper plug from the incoming pipe to the outgoing pipe of the manhole, and 3. Allowing the flow to continue through the jumper pipe. c. Prior to the application or installation of a coating or lining system, the manhole surfaces shall be cleaned and prepared to produce a uniform, sound, clean and neutralized surface suitable for installation or application of the specified system, and to promote adhesion to the manhole surfaces when required. C. Rehabilitation <ul style="list-style-type: none"> a. Provide all materials, labor, and equipment required to perform the work as recommended by
---------	---

	<p>the product and component system manufacturer and as required by these specifications.</p> <p>b. Inspect each manhole to determine active infiltration has been stopped and repairs performed in accordance with the requirements of the rehabilitation product and component system to be installed or applied.</p>
Cementitious Liner	<p>A. Repair of internal surface of the sanitary manhole structure by installing a cementitious lining shall consist of:</p> <ol style="list-style-type: none"> a. Cleaning all interior surfaces of the sanitary manhole structure b. Removal of any existing ladder rungs/steps c. Preparation (plugging/patching) of the interior surfaces of the sanitary manhole structure as required to prepare for lining for lining including: <ol style="list-style-type: none"> i. Repair of frame seal ii. Grade adjustment iii. Cone/wall joint iv. Pipe seals v. Bench vi. Invert d. Lining the entire interior surfaces of the sanitary manhole structure with a structural/structurally enhanced monolithic liner. <p>B. Cleaning</p> <ol style="list-style-type: none"> a. Prior to cleaning, covers shall be placed over the flow channels to prevent extraneous material from entering the sewer lines. <ol style="list-style-type: none"> i. Cleaning interior surfaces of the sanitary manhole structure shall consist of completely removing loose bricks and mortar, unsound concrete, bricks, grease, roots, mud and debris to a depth necessary to expose a sound sub-base. ii. All roots shall be cut flush with the manhole wall. iii. The entire interior surface shall be cleaned using a high pressure (minimum of 2,000 psi) potable water spray. <p>C. Preparation for Manhole Lining</p> <ol style="list-style-type: none"> a. After cleaning all interior surfaces of the sanitary manhole structure all surfaces shall be prepared for lining. b. Loose or missing brick shall be removed and replaced, actively leaking areas plugged, and voids patched. c. Any patching and/or plugging materials shall be deemed compatible with the lining material used for lining the manhole as determined by the manufacturers. d. The manufacturer of the cementitious liner shall provide the Contractor recommendations for methods and materials to plug actively leaking areas. e. Holes (including holes left after removing steps), voids, and cracks shall be patched with cement patch conforming to the manufacturer's instructions. f. Prior to lining brick manholes, the stair stepped brick surface on the underside of the cones shall be filled in with cementitious liner to create a uniform sloped surface on which to apply the cementitious liner. g. Any bench, invert, pipe seal with roots, visible damage and/or extraneous water leakage shall be repaired prior to installation of cementitious liner.
Manhole Sealing: Cement Manhole Liner	<p>A. Application (spraying) of the lining material shall be done in accordance with the manufacturer's recommendations.</p> <ol style="list-style-type: none"> a. All interior surfaces of the sanitary manhole structure shall be clean and free of foreign material, and damp without noticeable free water droplets or running water, but totally saturated. b. The manhole bench and invert shall be covered with plywood, and the material spray applied from the bottom of the wall to the top of the manhole to form a coating of uniform thickness sufficient to ensure that all cracks, crevices, and voids are filled and a relatively smooth hand troweled surface remains. c. The thickness of the lining material shall not be less than one (1") inch thick at any point from the wall/bench joint to the bottom of the frame. d. After application of the manhole lining material, the plywood covers shall be removed from the flow channels and the bench sprayed in such a manner to produce a bench having a gradual slope from the wall/bench intersection to the edge of the rim of the trough (flow channel). e. Material at the wall/bench intersection shall be built up and rounded to produce a uniform radius at the circumference of the intersection. f. The thickness of lining material shall be no less than 1-inch thick on the bench at the rim of the trough and shall increase in the direction of the wall to provide the required slope. <p>B. Equipment: Equipment used to mix and apply the lining material shall meet the requirements and specifications of the manufacturer.</p> <p>C. Mixing: Mixing of the lining material shall meet the requirements and specifications of the manufacturer.</p> <p>D. Curing: Curing of the applied lining material meet the requirements and specifications of the manufacturer.</p> <ol style="list-style-type: none"> a. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. b. Traffic shall not be allowed over substrates until sufficient cure time has elapsed. <p>E. Weather: No application shall be made to frozen surfaces, or if freezing is expected to occur inside</p>

	<p>the substrate within 24 hours after the application.</p> <p>F. Specific recommendations and field methods approved by the manufacturer shall be followed for applying lining material when ambient temperatures are less than 45° F or more than 95° F.</p> <p>G. Product Testing: Four (4) 2-inch cubes shall be cast each day, or from every 50 bags of product used, and shall be properly labeled and sent to the manufacturer for testing in accordance with the manufacturer's directions, for compressive strength testing as described in ASTM C109.</p>
Epoxy Manhole Liner	<p>A. Installation of epoxy liner shall consist of:</p> <ol style="list-style-type: none"> a. Cleaning all the interior surfaces of the sanitary manhole structure b. Preparation (plugging/patching) of the concrete structure's interior surface for lining c. Installation of the cementitious liner, where required to create a smooth surface for installation of the epoxy liner d. Lining the concrete structure's interior surface with a single coat of a two component, 100% solids epoxy coating system which provides a durable, high strength, monolithic lining, at an average thickness of 175 mils with a minimum thickness of 165 mils. <p>B. Cleaning: Prior to cleaning, covers shall be placed over the flow channels to prevent extraneous material from entering the flow stream.</p> <ol style="list-style-type: none"> a. Cleaning shall consist of completely removing loose materials, unsound concrete, grease, mud and debris from the interior surfaces of the sanitary manhole structure to a depth necessary to c. expose a sound subbase. d. Remove dust, laitance, grease, paint, form release agents or any other surface contaminants using a power washer as defined herein. e. Patching/plugging manhole defects as necessary to provide a smooth surface for application of the epoxy liner. f. The entire interior surfaces of the sanitary manhole structure shall be cleaned using a high pressure (minimum of 3000 psi) potable water spray. <p>C. Preparation of Concrete for Lining: After cleaning, the interior surfaces of the sanitary manhole structure shall be prepared for lining.</p> <ol style="list-style-type: none"> a. Loose or missing material shall be removed and replaced b. Actively leaking areas plugged, and voids patched. c. Any patching and/or plugging materials shall be deemed compatible with the lining material used for lining the manhole as determined by the manufacturers. <p>D. Brick Manholes: Prior to epoxy lining brick manholes, the stair stepped brick surface on the underside of the cones shall be filled in with cementitious liner to create a uniform sloped surface on which to apply the epoxy liner.</p> <p>E. Equipment: Provide mixing and application equipment designed for mixing and spraying epoxy coating that meets the requirements and specifications of the manufacturer.</p> <p>F. Mixing: The two (2) part epoxy liner shall meet the requirements and specifications of the manufacturer.</p> <p>G. Application: The epoxy liner shall be applied to meet the requirements and specifications of the manufacturer.</p> <ol style="list-style-type: none"> a. The surface prior to application may be damp but shall not have noticeable free running water. b. Materials shall be applied in one coating to an average thickness of 175 mils with a minimum thickness of 165 mils. c. The final application shall have a minimum of four (4) hours cure time before being subjected to active flow. d. The epoxy liner shall be applied over the entire interior surface of the structure except for the trough (flow channel). <p>H. Curing: Curing of the applied lining material shall meet the requirements and specifications of the manufacturer.</p> <ol style="list-style-type: none"> a. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. <p>I. Weather: No application shall be made to frozen surfaces, or if freezing is expected to occur inside the substrate within 24 hours after the application.</p> <ol style="list-style-type: none"> a. Specific recommendations and field methods approved by the manufacturer shall be followed for applying lining material when ambient temperatures are less than 45°F or more than 95°F. <p>J. Quality Control and Inspection: During the application, a wet film gauge shall be used regularly to ensure that minimum thickness is being maintained.</p> <ol style="list-style-type: none"> a. After the epoxy liner has set (hard to touch) all visible pinholes shall be repaired. b. Repairs shall be made by lightly abrading the surface and brushing the lining material over the area. c. All blisters and evidence of uneven coverage shall be repaired according to the manufacturer's recommendations. d. After the product has set to touch, the surface shall be inspected for pinholes and thin spots using a Holiday Detector capable of 16,000 volts. <ol style="list-style-type: none"> i. The minimum voltage utilized during this "Holiday Testing" shall be 50 volts per mil of coating thickness or a minimum of 12,500 volts. ii. Pinholes and areas less than one square foot that test to be thin may be retouched by hand, but any areas larger than one square foot must be re-sprayed. e. Retouching and re-spraying shall be performed according to the manufacturer's requirements. <p>K. After testing the area from six inches (6") below the top of the cone to the top of the frame shall be</p>

<p>Flexible Epoxy Grade Adjustment & Frame Seal Liner</p>	<p>coated with the flexible epoxy grade adjustment and frame seal liner material identified herein.</p> <p>Installation of the flexible epoxy grade adjustment and frame seal liner shall consist of cleaning the interior surface of the manhole frame and cover; lining the interior of the manhole with the two component, 100% solids epoxy coating system which provides a durable, high strength, monolithic lining, at an average thickness of 250 mils with a minimum thickness of 245 mils from six (6") inches below the top of the cone section to the top of the frame.</p> <p>A. Cleaning: Cleaning shall consist of completely removing dirt, debris, grease or other surface contaminants from the surface of the epoxy manhole liner from the top of the cone to the top of the frame.</p> <ol style="list-style-type: none"> a. Remove any dust, laitance, grease, paint, rust, scale or any other surface contaminants from the interior surfaces of the adjustment ring(s) and the frame and cover as defined herein. b. The entire interior surface of the frame and cover shall be prepared according to SSPC-SP6 "Commercial Blast Cleaning." c. An alternative method of cleaning maybe the use of a high pressure (greater than 5000 psi) water (potable) spray or water with sand injections. d. The anchor profile for surface preparation shall be a minimum of 2mils. e. All excess butyl joint sealant shall be removed prior to the installation of the flexible epoxy coating material. f. To facilitate bonding between the two epoxy materials: <ol style="list-style-type: none"> i. Any overspray from the previously installed epoxy liner applied as part of the sanitary manhole rehabilitation shall be abraded with an 80-grit wheel from six inches (6") below the top of the cone to the top of the cone before the application of the flexible epoxy grade adjustment and frame seal liner material. ii. If the flexible epoxy coating is installed within 24 hours of the installation of the epoxy manhole liner material identified, it may not be necessary to abrade the surface of the previously applied epoxy. <p>B. Equipment: Provide mixing and application equipment designed for mixing and applying the flexible epoxy material shall meet the requirements and specifications of the manufacturer .</p> <p>C. Mixing: The mixing of the two (2) part epoxy liner shall meet the requirements and specifications of the manufacturer.</p> <p>D. Application: After the adjustment ring(s), frame seal, and frame have been cleaned and prepared, the flexible epoxy coating shall be installed from six inches (6") below the top of the cone section to the lip of the bearing surface of the frame.</p> <ol style="list-style-type: none"> a. The surface prior to application shall be moisture and contaminant free. b. Materials shall be hand or sprayed applied by manufacturer's recommendations to an average thickness of 250 mils with a minimum thickness of 245 mils. c. The final application shall have a minimum of twenty-four (24) hours cure time before being subjected to personnel access or surface loading. <p>E. Curing: Curing of the applied lining material shall meet the requirements and specifications of the manufacturer.</p> <ol style="list-style-type: none"> a. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. b. Traffic shall not be allowed over substrates until sufficient cure time has elapsed. <p>F. Weather: No application shall be made to frozen surfaces, or if freezing is expected to occur inside the substrate within 24 hours after the application.</p> <ol style="list-style-type: none"> a. Specific recommendations and field methods meeting the requirements and specifications of the manufacturer shall be followed for applying lining material when ambient temperatures are less than 45° F or more than 95° F. <p>G. Quality Control and Inspection: During the application, a wet film gauge shall be used regularly to ensure that minimum thickness is being maintained.</p> <ol style="list-style-type: none"> a. After the epoxy liner has set (hard to the touch), all visible pinholes shall be repaired. b. Repairs shall be made by lightly abrading the surface and brushing the lining material over the area. c. All blisters and evidence of uneven coverage shall be repaired according to the manufacturer's recommendations. d. After the product has set to touch, the surface shall be inspected for pinholes and thin spots using a Holiday Detector capable of 16,000 volts. <ol style="list-style-type: none"> i. The minimum voltage utilized during this "Holiday Testing" shall be 50 volts per mil of coating thickness or a minimum of 12,500 volts. ii. Pinholes and areas less than one square foot that test to be thin may be retouched by hand, but any areas larger than one square foot must be re-sprayed. e. Retouching and re-spraying shall meet the requirements and specifications of the manufacturer.
<p>Replacement of Manhole Frame and Cover</p>	<p>The Owner shall supply manhole frame and covers to the Contractor.</p> <p>A. The Contractor shall furnish all materials, equipment, tools and labor required for the for the installation of replacement manhole frame and covers and adjustment of same to grade.</p> <p>B. Installation shall be in accordance with the manufacturer's instructions and the Owner's Rules and Regulations</p> <ol style="list-style-type: none"> a. The existing road or ground surface shall be cut around the frame and cover, either by triangular, square or round cut to an adequate depth that will permit installation.

	<ul style="list-style-type: none"> b. Pavement or ground inside of the cut should be removed to allow safe working conditions during the adjustment and restoration. c. The frame shall be positioned, either by suspension or by placement on the correct amount of adjustment rings. d. Once the frame and adjustment rings are properly positioned and secured, the open area shall be filled and properly compacted with the materials as required by the manufacturer or the Owner's Rules and Regulations. e. If the area has been filled (in whole or in part) with poured concrete and/or asphalt, it shall be adequately protected by control devices for a period that will allow the fill to properly cure before allowing traffic to resume. f. The installed cover shall not rock when rotated in the frame and shall sit down into the frame so that the top surface of the cover (rim) is flush with the top surface of the frame. <p>C. The use of manhole rim extension rings shall be prohibited</p>
Infiltration Prevention Inserts	<p>A. Infiltration Prevention Insert shall be manufactured by Parson Environmental Products, Inc. or Owner approved equivalent and shall:</p> <ul style="list-style-type: none"> a. Be manufactured from a high-density polyethylene copolymer material that meets ASTM D-124S; Class A, Category 5, Type III, b. Have a minimum impact brittleness temperature of -105EF in accordance with ASTM D746, c. Have a minimum softening temperature of 254EF meeting all requirements of ASTM D 1525 and a minimum tensile strength of 3700 psi and an elongation factor of 800% meeting all requirements of ASTM D 638, d. Have a uniform 1/8" (minimum) thickness, e. Be provided with a polypropylene ethylene corrosion and wear resistant valve (unaffected by temperatures within a range of -70°F to 350°F) designed to release gas pressure at approximately 1 psi, and vacuum pressure at approximately 2 psi, f. Have a corrosion resistant nylon strap installed for easy removal and reinstallation into the manhole frame, g. Not permit more than 5 gallons of in flow per 24-hours at four feet of water-head above the frame, and h. Diameters shall be based on dimensions provided to the manufacturer by the Contractor
Site Restoration	<p>The Contractor shall:</p> <ul style="list-style-type: none"> 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"> 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. B. The cost of such work whether performed by the Contractor or by others, shall be at the Contractor's expense.

XV EXPLANATION OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH SEALED BID

<p>All items in this section identified by <input checked="" type="checkbox"/> must be included with the sealed bid proposal. FAILURE to include may be cause for rejection of the proposal</p>	
<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"> A. The completed Bidder Exception Form shall be included with the sealed bid proposal. <ul style="list-style-type: none"> a. Bidder's must note all exceptions requested Bidder Exception Form provided herein. B. Where no exception is taken; the word "None" shall be neatly printed or typed on the Bidder Exception Form. <ul style="list-style-type: none"> a. If no exception is taken, the selected Bidder shall supply all materials exactly as specified herein. <ul style="list-style-type: none"> i. No Exceptions will be permitted after receipt of bids. 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.
<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> <ul style="list-style-type: none"> 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. B. Evaluation and approval of "Equivalent" products, components, features, or parts is the exclusive province of the Owner. C. The Owner won't evaluate or approve "Equivalent" products, components, features, or parts prior to the bid opening. 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. E. The Owner's Rules and Regulations officially adopted by its Board indicated the following:

	<ul style="list-style-type: none"> a. "Evaluation and approval of substitute hardware, materials and equipment is the exclusive province of the Owner. b. The Owner will not evaluate or approve substitute hardware, materials, and equipment in advance of the bid. c. The Owner will not consider substitutions that will require substantial revision to the existing installed equipment." d. The Owner's decision shall be final. <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> <ul style="list-style-type: none"> 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. B. All materials and products offered by Bidders shall be commercially available from reputable manufacturers acceptable to the Owner.
<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 & 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> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> a. The distribution of a prevailing wage rate determination for each trade, craft, and classification, b. The routine site inspections of public construction projects, c. The implementation of fines and penalties to offenders, and d. The debarment from bidding and working on public works projects for three (3) years for those contractors determined to be serious offenders. 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: <ul style="list-style-type: none"> a. Name, address, social security number, craft, or trade, b. Hourly rate of pay, based on the actual daily, overtime and weekly hours worked in each craft or trade, c. Gross pay, itemized deductions, and net pay paid to the employee, d. Any fringe benefits paid to approved plans, funds, or programs on behalf of the employee, and e. Fringe benefits paid in cash to the employee. 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: <ul style="list-style-type: none"> 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 bid 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							
Bricklayer, Stone Mason, Cement Mason	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	31.38
Heavy & General Laborer	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.
- b. Should there be a deficiency exceeding the bid deposit, the Bidder shall make immediate payment to the Owner for any such deficiency.
- c. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the Contractor.

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.

- 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).

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.

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.

Consent of Surety

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>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.</p>
<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> <p>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.</p> <p>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.</p>
<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> <p>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.</p> <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> <p>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.</p>
<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> <p>a. All "Public Works Contracts" exceeding the Owner's prevailing wage threshold of two thousand (\$2,000),</p> <p>b. All contracts for which public bidding is required, as well as those for which quotations are received, and</p> <p>c. All emergency work:</p> <p>i. An emergency that affects the public health, safety, or welfare,</p> <p>ii. Involves imminent peril to life or property, and</p> <p>iii. That requires immediate delivery of the performance of service.</p> <p>B. The Prevailing Wage Act and the PWCRA require that:</p> <p>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.</p> <p>i. All Contractors submit certificates after a bid proposal is received and prior to awarding the contract.</p> <p>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.</p> <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> <p>i. Applications for registration shall not be accepted as a substitute for a certificate of registration.</p> <p>C. The Owner must review the certificates to confirm they were in effect at the time the bid proposals were received.</p> <p>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.</p> <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: www.nj.gov/labor/lssc/lspubcon.html</p>

<input checked="" type="checkbox"/> Project Specific Subcontractor & Material Suppliers List	<p>A. In accordance with N.J.S.A. 40A:11-16, the <u>Bidder shall submit</u> a list of all subcontractors to whom the Bidder will subcontract the furnishing of:</p> <ol style="list-style-type: none"> a. Plumbing and gas fitting and all kindred work, b. Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work, c. Electrical work, d. Structural steel and ornamental iron work, and e. All other work required for the completion of the project. <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> <ol style="list-style-type: none"> a. The Bidder shall submit with the bid a certificate signed by the Bidder listing each subcontractor named in the bid for that category. 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. c. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors. 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. e. If a Bidder does not submit a certificate or certificates to the Owner, his bid shall be deemed non-responsive and be rejected. <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> <ol style="list-style-type: none"> a. Under no circumstances shall the Owner be obligated for additional cost for such substitution. <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> <ol style="list-style-type: none"> 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. <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> <ol style="list-style-type: none"> a. This filing must be made with the Division of Revenue. b. No award of contract will be made until the Division of Revenue confirms this authorization. <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> <ol style="list-style-type: none"> 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. <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 and/or the capability of the Bidder to undertake and to complete the work, regardless of the Bidder's previous qualification or classification.</p> <ol style="list-style-type: none"> 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>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	<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 Equipment Certification Form	<p>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.</p>
<input checked="" type="checkbox"/> Disclosure of Contributions – NJ ELEC Commission	<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"/> 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	<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"/> Certification of Affirmative Action	<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"/> Small, Minority, & Women Owned Business Enterprises	<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>

XVI EXPLANATION OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH EXECUTED CONTRACT

***Items identified by ✓ must be included with the executed contract.
FAILURE to include may prohibit the OWNER from issuing a Notice to Proceed.***

<input checked="" type="checkbox"/> 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 & 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>
<input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> 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>

<p>✓ Insurance Requirements</p>	<p><u>Worker's Compensation and Employer's Liability Insurance</u> 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> 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> 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> 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. 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>
<p>✓ Certificates of the Required Insurance</p>	<p>A. Certificates as listed above shall be submitted along with the Contract as evidence covering a. Comprehensive General Liability b. Comprehensive Automobile Liability c. Worker's Compensation and d. Employer's Liability, and e. Pollution Liability Insurance. 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.</p>
<p>✓ Indemnification</p>	<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. 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>. 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. 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</p>

	<p>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.</p> <p>Item K – Pollution Liability Insurance</p> <p>F. The following special hazards shall be included in the above stated insurance coverage:</p> <ul style="list-style-type: none">a. Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage attributed to:<ul style="list-style-type: none">i. Explosion and Blastingii. Collapse or injury to structuresiii. Damage to underground structures or conduits <p>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.</p> <p>H. The required extent and limits of the types of insurance required from the Contractor for this Contract are as follows:</p> <ul style="list-style-type: none">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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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.

Item Section:	Number(s):	Manufacturer:	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Delivery Date Exception: _____	Warranty Date Exception: _____
---------------------------------------	---------------------------------------

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
-------------------------------	---	---	--------------

SIGNATURE: _____

DATE: _____

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

BIDDER REQUEST FOR "EQUIVALENT" SUBSTITUTION TO TECHNICAL SPECIFICATIONS

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

Contract #:	Contract Title:	Date:
-------------	-----------------	-------

SPECIFIED ITEM:

Specification Section #:	Paragraph #:	Drawing #:	Detail/Section #:
--------------------------	--------------	------------	-------------------

DESCRIPTION:

PROPOSED SUBSTITUTION:

REASON FOR REQUEST FOR SUBSTITUTION:

Cost savings to accrue to OWNER in amount of:

✓ ALL THAT APPLY

<input type="checkbox"/> Specified product no longer manufactured	<input type="checkbox"/> Specified product not available for _____ weeks	<input type="checkbox"/> Specified item does not comply with Building Code
<input type="checkbox"/> Manufacturer declares product NOT SUITABLE for intended use and will not warrant its installation		
Other (Explain):		

In making requests for substitution and *initialing each item below*, the **CONTRACTOR** certifies that:

<input type="checkbox"/> He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
<input type="checkbox"/> He will provide the same guarantee for substitution as for product or method specified.
<input type="checkbox"/> Redesign due to substitution shall be subject to the provisions of the contract documents.
<input type="checkbox"/> He will coordinate installation of accepted substitution into work making such changes as may be required for work to be completed in all respects.
<input type="checkbox"/> He shall furnish and install any additional wiring, conduit or other materials required by the system at no additional cost to the Owner.
<input type="checkbox"/> He waives all claims for additional costs related to substitutions that consequently become apparent.
<input type="checkbox"/> Cost data is complete and includes all related costs under this contract.

Contractor/Bidder/Proposer: _____

The individual who affixed their signature below confirms that he/she was duly authorized to make such a request and that this request is the true offer of the Contractor/Bidder/Proposer.

Submitted by:

Signature and Title of Authorized Agent Print or Type Name Date

FOR USE BY MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

<input type="checkbox"/> No Exceptions Taken	<input type="checkbox"/> Note Markings, No Further Submissions Required	<input type="checkbox"/> Note Markings, Further Submission Required	<input type="checkbox"/> Rejected
--	---	---	-----------------------------------

SIGNATURE: _____

DATE: _____

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

**CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

**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
CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES
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	Mobilization/demobilization for scope of work <\$250,000: 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	Traffic control by contractor: 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	Traffic control by uniformed law enforcement officers: Includes officer and vehicle with hourly amount to be adjusted by officer rank or local union contracts	1	HR				\$150.00/hour	
3	Pre-Installation Cleaning and Physical Inspection: Clean and inspect from bottom of manhole-to-manhole cover rim, with total vertical height determined by tape measure. Payment shall only be made once for any given manhole structure, regardless of the number of preparatory cleanings required to complete the various inspections and rehabilitation. Work includes pre-cleaning, physical inspection, spot repairs to damaged or concrete, mortar repair, ladder rung removal, grinding smooth and filling holes.	36"	1	VF			\$8.00	
		48"	1	VF			\$10.00	
4	Bypass pumping for gravity sewer mains: 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	Manhole Liner Installation: Shall be per vertical foot of manhole structure rehabilitated. Payment shall only be made for each given manhole structure rehabilitation. Work includes all labor, equipment and materials required for the complete installation of a manhole liner system.	MH – Dia.	Type	Liner Material	Thickness	1	VF	
		36"	Brick	Portland based cementitious	1"	1	VF	\$161.00
		36"	Brick	Calcium-aluminate-based cementitious	1/2"	1	VF	\$196.00
		36"	Brick	Epoxy/Polyurea	125 mil	1	VF	\$285.00
		36"	Precast	Portland based cementitious	1"	1	VF	\$196.00
		36"	Precast	Calcium-aluminate-based cementitious	1/2"	1	VF	\$285.00
		36"	Precast	Epoxy/Polyurea	125 mil	1	VF	\$345.00
		48"	Brick	Portland based cementitious	1"	1	VF	\$172.50
		48"	Brick	Calcium-aluminate-based cementitious	1/2"	1	VF	\$230.00
		48"	Brick	Epoxy/Polyurea	125 mil	1	VF	\$345.00
		48"	Precast	Portland based cementitious	1"	1	VF	\$172.50
		48"	Precast	Calcium-aluminate-based cementitious	1/2"	1	VF	\$230.00
		48"	Precast	Epoxy/Polyurea	125 mil	1	VF	\$345.00
		Rebuild bench and invert					1	EA
All sizers installation of manhole chimney seal					1	EA	\$650.00	
6	Resetting/Replacing of Manhole Frame, Lid, & Infiltration Cover (to be supplied by Owner): Shall be per each new manhole frame, lid, & infiltration cover replaced. Payment shall only be made once for each new manhole frame, lid, & infiltration cover installed. Work includes all materials (with exception of Owner supplied materials), equipment, tools and labor required for the for the installation of replacement manhole frame, lid, & infiltration cover and adjustment of complete assembly to grade.	1	EA			\$700.00		
	Contingency Allowance: The Owner has established a \$25,000 contingency allowance 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.							
	Changed Conditions – 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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

BID PROPOSAL FORM – YEAR 1 PRICE SCHEDULE BY LINE ITEM AS INDICATED

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	Pre-Installation Cleaning and Physical Inspection:				
			36"		
			48"		
4	Bypass pumping for gravity sewer mains:				
			4" pump		
			6" pump		
5	Manhole Liner Installation:	MH – Dia.	Type	Liner Material	Thickness
		36"	Brick	Portland based cementitious	1"
		36"	Brick	Calcium-aluminate-based cementitious	1/2"
		36"	Brick	Epoxy/Polyurea	125 mil
		36"	Precast	Portland based cementitious	1"
		36"	Precast	Calcium-aluminate-based cementitious	1/2"
		36"	Precast	Epoxy/Polyurea	125 mil
		48"	Brick	Portland based cementitious	1"
		48"	Brick	Calcium-aluminate-based cementitious	1/2"
		48"	Brick	Epoxy/Polyurea	125 mil
		48"	Precast	Portland based cementitious	1"
		48"	Precast	Calcium-aluminate-based cementitious	1/2"
		48"	Precast	Epoxy/Polyurea	125 mil
		Rebuild bench and invert			
	All sizers installation of manhole chimney seal				
6	Resetting/Replacing of Manhole Frame, Lid, & Infiltration Cover (to be supplied by Owner):				
	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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

BID PROPOSAL FORM – YEAR 2 PRICE SCHEDULE BY LINE ITEM AS INDICATED

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	Pre-Installation Cleaning and Physical Inspection:			36"	
				48"	
4	Bypass pumping for gravity sewer mains:			4" pump	
				6" pump	
5	Manhole Liner Installation:	MH – Dia.	Type	Liner Material	Thickness
		36"	Brick	Portland based cementitious	1"
		36"	Brick	Calcium-aluminate-based cementitious	1/2"
		36"	Brick	Epoxy/Polyurea	125 mil
		36"	Precast	Portland based cementitious	1"
		36"	Precast	Calcium-aluminate-based cementitious	1/2"
		36"	Precast	Epoxy/Polyurea	125 mil
		48"	Brick	Portland based cementitious	1"
		48"	Brick	Calcium-aluminate-based cementitious	1/2"
		48"	Brick	Epoxy/Polyurea	125 mil
		48"	Precast	Portland based cementitious	1"
		48"	Precast	Calcium-aluminate-based cementitious	1/2"
		48"	Precast	Epoxy/Polyurea	125 mil
		Rebuild bench and invert			
All sizers installation of manhole chimney seal					
6	Resetting/Replacing of Manhole Frame, Lid, & Infiltration Cover (to be supplied by Owner):				
	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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES**

BID PROPOSAL FORM – YEAR 3 PRICE SCHEDULE BY LINE ITEM AS INDICATED

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	Pre-Installation Cleaning and Physical Inspection:				36"	
					48"	
4	Bypass pumping for gravity sewer mains:				4" pump	
					6" pump	
5	Manhole Liner Installation:	MH – Dia.	Type	Liner Material	Thickness	
		36"	Brick	Portland based cementitious	1"	
		36"	Brick	Calcium-aluminate-based cementitious	1/2"	
		36"	Brick	Epoxy/Polyurea	125 mil	
		36"	Precast	Portland based cementitious	1"	
		36"	Precast	Calcium-aluminate-based cementitious	1/2"	
		36"	Precast	Epoxy/Polyurea	125 mil	
		48"	Brick	Portland based cementitious	1"	
		48"	Brick	Calcium-aluminate-based cementitious	1/2"	
		48"	Brick	Epoxy/Polyurea	125 mil	
		48"	Precast	Portland based cementitious	1"	
		48"	Precast	Calcium-aluminate-based cementitious	1/2"	
		48"	Precast	Epoxy/Polyurea	125 mil	
		Rebuild bench and invert				
All sizers installation of manhole chimney seal						
6	Resetting/Replacing of Manhole Frame, Lid, & Infiltration Cover (to be supplied by Owner):					
	<u>Contingency Allowance:</u>					
	<u>Changed Conditions –</u>					

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES**, 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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13 SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF
SANITARY SEWER MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY
SEWER MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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 NJ.S.A. 45:14C, et seq. must own ten percent (10%) of the firm (NJ.S.A. 45:14C-2(d) and (h)).

Name of Master Plumber:	License No.:
-------------------------	--------------

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.:
----------------------	--------------

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES, 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)

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

County Name: BURLINGTON

Body	Elected Officials			
State	Governor			
Legislative District #s: 6, 7, 8, 9, & 12	State Senator and two members of the General Assembly per district			
County	County Commissioners {County Executive}	County Clerk	Sheriff	Surrogate
Municipalities	Mayor and members of governing body, regardless of title			
	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		
Boards of Education	Members of the Board			
	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		
Fire Districts	Board of Fire Commissioners			
	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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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 related to the above questions. Please provide thorough answers to each question. Additional entries can be added on another sheet if required as part of 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 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 the 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 Mount Holly Municipal Utilities Authority, 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

Do not enter PIN as a signature.

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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.

SBE CATEGORY 1: \$0- \$500,000 _____	SBE CATEGORY 2: \$500,001 thru \$5,000,000 _____	SBE CATEGORY 3: \$5,000,001 thru \$12,000,000 _____	NOT APPLICABLE _____
--	--	---	-----------------------------

SBE Registration #:	
---------------------	--

Please check below if applicable:	WBE: _____	MBE: _____
-----------------------------------	------------	------------

Name of Bidder (Type or Print)

Signature and Title of Authorized Agent

Print or Type Name

Date

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER
MANHOLE STRUCTURES

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

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES**

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES** 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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

CERTIFICATE OF EQUAL OPPORTUNITY

To: _____
Name of Union or Organization of Workers

The undersigned currently holds **CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES** 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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

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: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES**

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)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2026-13: SANITARY SEWER MAIN IMPROVEMENTS: REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination based on disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. If the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act.

The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The Contractor shall, at its own expense, appear, defend, and pay all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The Owner does not discriminate based on handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Owner shall allow access to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract.

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

That _____ is a Corporation, Individual, Partnership under the laws of the State of _____, assigned Employer Identification Number: _____ with the principal offices located at: _____.

Signature and Title of Authorized Agent

Print or Type Name

Date

Telephone: _____

E-mail: _____

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:

USPS	In-person Delivery (M – F 8:00 AM and 4:30 PM, Monday through Friday (excluding County holidays))	UPS/FedEx/Overnight
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 \$ _____
(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 # _____
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 11TH 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.

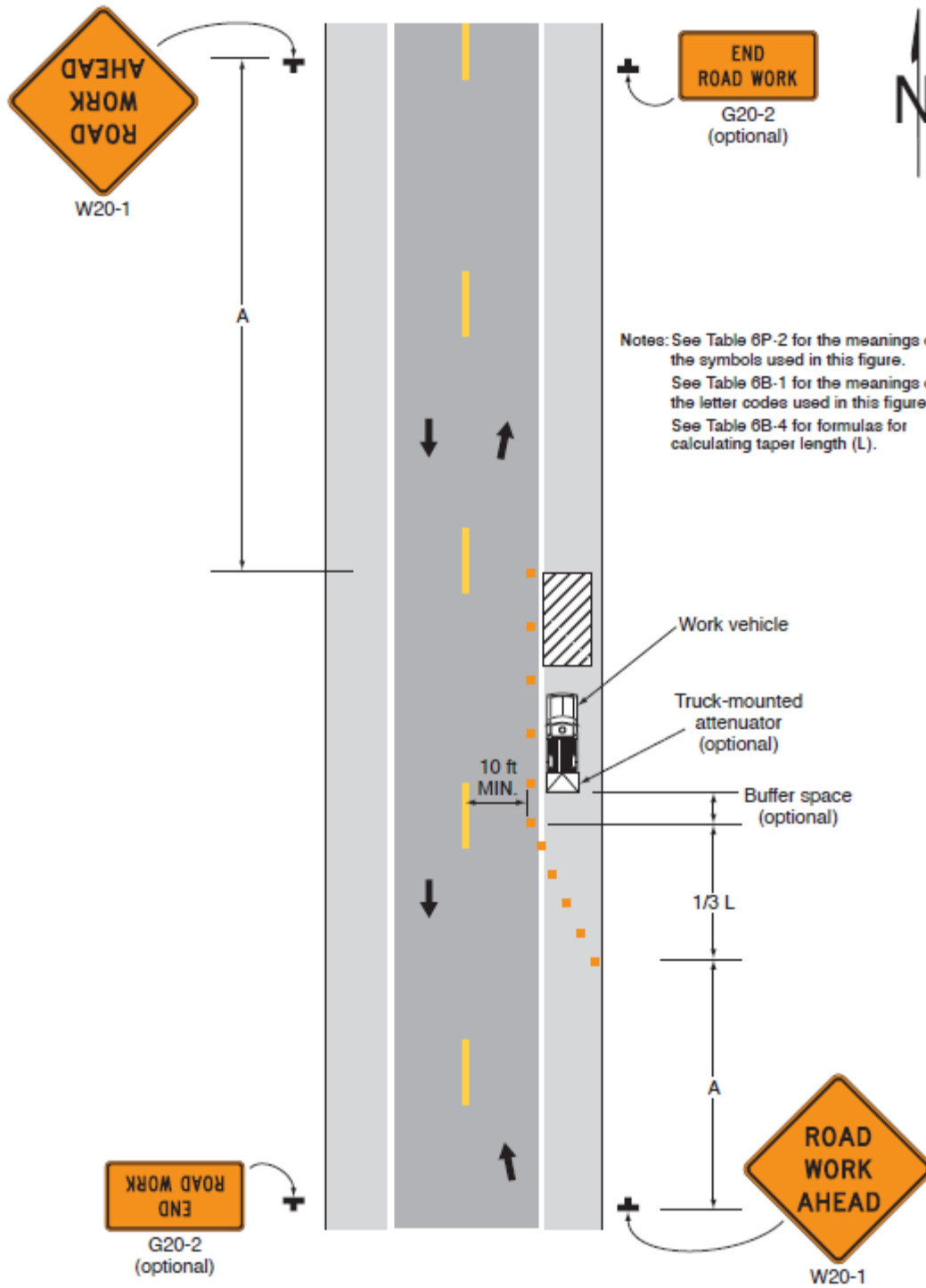
Option:

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.
- 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.
- 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.

Vertical Foot - A straight-line vertical measurement totaling 12 inches (one foot) in height or depth

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