

**INFORMATION FOR BIDDERS, CONTRACTOR'S PROPOSAL,
CONTRACT, BOND, AND SPECIFICATIONS**

FOR THE

**WATER MAIN REPLACEMENT
ALONG
SICKLERVILLE ROAD (CR 536 SPUR)
From Gordon Avenue to Radix Road**

**MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY**

Prepared For:

Monroe Municipal Utilities Authority (MMUA)
372 South Main Street
Williamstown, New Jersey 08094

Prepared by:

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N.J.P.E. License No. GE45813

File No. 24421
March 20, 2026

NOTICE AND ADVERTISEMENT TO BIDDERS

Notice is hereby given that the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** [a.k.a. Owner] will receive bids for the **“WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD, FROM GORDON AVENUE TO RADIX ROAD”**, in the Township of Monroe, County of Gloucester, NJ. Each bid shall remain sealed, to be opened and read at the Monroe Municipal Utilities Authority (MMUA) Building, 372 South Main Street, Williamstown, NJ on **April 1, 2026 at 10:00 a.m.** prevailing time. All bids shall be presented to the MMUA before this time.

The proposed work includes the following major items:

- **± 1,700 L.F. of 12” CLDIP Water Main**
- **± 25 UNIT of 1” Water Service, Complete**

Plans, Specifications and Proposal Forms may be secured by prospective bidders during business hours (7:30 a.m. to 4:30 p.m. Monday through Thursday; 7:30 a.m. to 11:00 a.m. Friday) at the office of Bryson & Yates Consulting Engineers, LLC, 307 Greentree Road, Sewell, NJ, upon payment of \$100.00; and can be obtained up to 48 hours prior to the time set for the opening of the bids. No refund shall be made for the return of such documents. All technical questions may be directed to Bryson & Yates Consulting Engineers, LLC, via email at wroorda@brysonyates.com. The cutoff date for written inquiries is **March 27, 2026 at 10:00 AM**. No oral inquiries will be responded to.

Each proposal bid must be accompanied by a bid bond or certified check for not less than ten percent (10%) of the amount of the bid, of which, the amount of the bond or certified check need not exceed \$20,000, made payable to the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**. All blank spaces in the proposal, except as otherwise noted, must be filled in; and no change shall be made in the phraseology of the proposals or of the item mentioned. All information that may be requested of the bidder in these specifications shall be included with this proposal. All erasures, interpolations, or other physical changes on the bid form shall be initialed or signed by the bidder.

The successful bidder will be required to furnish, within ten (10) days after the award, a Surety Corporation Performance Bond or Letter of Credit equal to one hundred percent (100%) of the contract price. All applicable surety bonds or LOC required must be written by a surety company listed on the Federal Treasury List (Department Circular 570-Surety Companies Acceptable on Federal Bonds) and such surety company must be acceptable to the **MMUA** and authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq.). The contractor is notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing Stockholders with his bid.

The contractor is further notified that he must comply with P.L. 1999 c. 238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with this act. The contractor is also further notified that he must comply with P.L. 2004 c. 57 and submit proof of a New Jersey Business Registration Certificate and submit proof of business registration for any named subcontractors in accordance with the act. This contract is subject to the provisions of the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

Bids must be prepared on the standard proposal forms provided, in the manner designated therein. Each bid must be enclosed in a sealed envelope, bearing the name and address of the bidder, and labeled **“WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD, FROM GORDON AVENUE TO RADIX ROAD”** and shall be addressed to the Monroe Municipal Utilities Authority (MMUA).

The OWNER reserves the right to reject any and/ or all bids, to waive any informalities, or to accept the bid, which in its judgment, best serves the interest of the OWNER.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

INSTRUCTIONS TO BIDDERS:

1. Defined Terms

The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "ENGINEER" refers to the MMUA Engineer, Bryson & Yates Consulting Engineers, LLC. The term "OWNER" refers to the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**. The term "PROJECT" refers to the following: **"WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD"**.

2. This contract is based on the standard specifications and regulations of the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**, as amended herein.

3. Copies of Bidding Documents

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner/Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

4. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must submit written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience, and evidence of Monroe Municipal Utilities Authority (MMUA) to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located.

5. Examination of Contract and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that

may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness. They are part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make additional investigations and tests as the Bidder may find necessary to determine his Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

5.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Specifications or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with the requirements of Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of terms and conditions for performance of the Work.

6. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to Engineer. Replies will be issued by Addenda, mailed or delivered to all parties, recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days before the date for opening of Bids will not be answered. The cutoff date for written inquiries is **March 27, 2026 at 10:00 a.m.** Only questions

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answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. Bid Security

Bid security shall be made payable to Owner in an amount of ten percent (10%) of the Bidder's maximum bid price, not to exceed \$20,000.00, in the form of a certified or cashier's check or a bid bond (found on form attached if a form is prescribed) issued by a surety. A surety company must submit with its consent of surety and power of attorney evidence that the surety company is authorized to transact business in the State of New Jersey if it is not a New Jersey surety company. A Certificate of Authority will satisfy this requirement. If the surety company is a New Jersey surety company, it must submit a Certificate of Compliance. All surety companies must also submit with its consent of surety and power of attorney a list of assets and liabilities, and a surety disclosure statement and certification pursuant to N.J.S.A. 2A:44-143.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security; whereupon it will be returned if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award. Owner may annul the Notice of Award and the Bid Security, of that Bidder will be forfeited. All Bid Security, except the Bid Security of the three (3) apparent lowest responsible Bidders, shall be returned, unless otherwise requested by the Bidder, within ten (10) days after the opening of the bids, not including Sundays and holidays excepted, and the bids of such Bidders have been considered withdrawn. Within three (3) days, Sundays and holidays excepted, after the awarding and signing of the Contract and the approval of the Contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned.

The Contract shall be signed by all parties within the time limit set forth in the Specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award... NJSA 40A:11-24

8. Contract Time

The number of days within which or the date by which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

9. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment, described in the Drawings and in the Specifications, without consideration of possible substitute or "or equal" items. When it is indicated in the Drawings or Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor, if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6, 7, 6.7.1, and 6.7.2 of the General Conditions which may be supplemented in the General Requirements.

11. Subcontractors, etc.

11.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the Bidders will, with the bid proposal, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization, if requested by Owner. Should Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. Should the apparent Successful Bidder decline to make any such substitution, the Contract shall not be awarded to such Bidder, but their decline to make any such substitution does not constitute grounds for sacrificing their Bid Security. Any Subcontractor, other person, or organization, so listed, and to whom Owner or Engineer does not make written

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objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.

11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, Bidders shall identify, in writing, to Owner, at the time of the bid proposal, those portions of the Work that such Bidder proposes to subcontract and alter the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

11.3 No Contractor shall be required to employ any Sub-Contractor, other person, or organization, against whom he has reasonable objection.

12. Form of Proposal

12.1 The Form of Proposal is attached hereto, however, additional copies may be obtained from Engineer.

12.2 Form of Proposal must be completed in ink or be completed by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

12.3 Bids by corporations must be executed in the corporate name, by the president or a vice-president (or other corporate officer accompanied by evidence of Monroe Municipal Utilities Authority (MMUA) to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name, signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

12.5 All names must be typed or printed below the signature.

12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form of Proposal).

12.7 The name, address, and telephone number, to which communications regarding the Bid are to be directed, must be shown.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title, name, and address of the Bidder, accompanied by the Bid Security and other required documents. Should the Bid be sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

14. Modifications and Withdrawal of Bids

14.1 Bids may be modified or withdrawn by an appropriate document, duly executed (in the manner that a Bid must be executed), and delivered to the place where Bids are to be submitted at any time before the opening of Bids.

14.2 Should, within five (5) working days after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid, and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

15. Opening of Bids

When Bids are opened publicly, they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

16. Bid Award

All Bids shall be awarded within sixty (60) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security before that date.

17. Award of Contract

17.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct

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sum thereof will be resolved in favor of the correct sum.

- 17.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, and unit prices, if requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form; however, Owner may accept them in any order or combination.
- 17.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 17.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 17.6 Should the Contract be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates Owner that the award will be in the best interests of the project.
- 17.7 Should the Contract be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

18. Performance and Other Bonds

Section 151 of the 2019 NJDOT Standard Specification and the supplemental specifications set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to Owner, the required Contract Security shall accompany it.

19. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three (3) counterparts of the Agreement to Owner with all Contract Documents attached. Within ten (10) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding by all parties.

20. Special Requirements

No easements or title exchanges are necessary for the completion of this project.

The **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** has not violated any Federal, State, or local law pertaining to fraud, bribery, graft, kickback, collusion, or conflicts of interest relating to, or in connection with, the planning and design of the project.

The **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** has not used the services of any person for planning or design of this project whose name appears on the State Treasurer's list of debarments, suspensions, and voluntary exclusions. The **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** is not currently in default on any State Loan.

21. Special Site Investigation

All bidders are hereby notified that, prior to submitting a bid, he or she shall visit the site and be familiar with the site conditions, traffic situation, and any other issues that should be reflected in his or her bid.

All prospective bidders should investigate the soil conditions below the roadway surface, to understand the level of clayey soil conditions existing site conditions, per location, to be knowledgeable of various concerns, such as limited space, staging, and site access. Existing conditions within the project limits must be investigated by the Bidder.

END OF SECTION

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PROPOSAL SECTION

Items contained within this section must be completed and submitted in their entirety with the bid package. Should any submittals and/or forms not be complete, the Owner reserves the right to reject any and all bids.

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BID DOCUMENT SUBMISSION CHECKLIST

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

(Name of Local Contracting Unit)

WATER MAIN REPLACEMENT

(Name of Construction /Public Works Project)

24421

(Project or Bid Number)

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

Required with Submission of Bid
(Owner's checkmarks)

Initial Each Item Submission with Bid
(Bidder's initials)

	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submission with Bid (Bidder's initials)
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Change(s), notice(s), revision(s), or addenda to Bid Document(s), advertisement, or specifications, <i>if applicable</i>	
<input checked="" type="checkbox"/>	Bid Bond as required by N.J.S.A. 40A:11-21	
<input checked="" type="checkbox"/>	Certification from a Surety Company, pursuant to N.J.S.A. 40A:11-22 (including Power of Attorney, List of Assets and Liabilities, Surety Disclosure Statement, and Certificate of Authority or Compliance)	
<input checked="" type="checkbox"/>	Statement of Corporate Ownership, pursuant to N.J.S.A. 52:25-24.2	
<input checked="" type="checkbox"/>	Subcontractor Declaration, as required by N.J.S.A. 40A:11-16, <i>if applicable</i>	

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

Requested with Submission of Bid
(Owner's checkmarks)

Initial Each Item Submission with Bid
(Bidder's initials)

	Requested with Submission of Bid (Owner's checkmarks)	Initial Each Item Submission with Bid (Bidder's initials)
<input checked="" type="checkbox"/>	Consent of Surety as to a Labor and Material Payment Bond	
	Consent of Surety as to Maintenance Bond, as required by N.J.S.A. 40A:11-16.3b	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit of Prime Bidder (this form must be Notarized)	
<input checked="" type="checkbox"/>	Qualification Form	
<input checked="" type="checkbox"/>	Experience, Equipment, and Financial Statement	
	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
	A certified Financial Statement prepared within the last twelve months	
<input checked="" type="checkbox"/>	Approved Apprenticeship Form for Construction Project	
<input checked="" type="checkbox"/>	New Jersey Contractor's Business Registration Certificate from Department of Treasury	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Certificate (to be supplied by bidders)	
	Statement of Compliance with N.J.S.A. 45: 14C-2(h) (licensed master plumber)	
<input checked="" type="checkbox"/>	New Jersey Sub-contractor's Business Registration Certificate from Department of Treasury (to be supplied by bidders)	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran, Cert. of Non-Involvement in Prohibited Activities in Russia and Belarus	

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

Name of Bidder: _____

By Authorized Representative

Signature: _____

Date: _____

Print Name and Title: _____

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ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

(Name of Local Contracting Unit)

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

(Name of Construction /Public Works Project)

24421

(Project or Bid Number)

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

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

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

FORM OF PROPOSAL

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

Monroe Municipal Utilities Authority (MMUA), Gloucester County, New Jersey

To: Monroe Municipal Utilities Authority (MMUA)
372 South Main Street
Williamstown, NJ 08094

Attention: Wendy Mahoney, MMUA Executive Director

The undersigned declares:

That he or she is or they are the only person or persons, company, corporation, or partnership interested in this bid as principal or principals; That this Proposal is made without any connections with any person or persons making a bid or proposal for the same purposes;

That he or she is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq);

That this Proposal is, in all respects fair, and without collusion or fraud, and that no officer, nor any person in the employ of the said Owner is directly or indirectly interested in this bid or in the material or work to which it relates or in any portion of the profits thereof;

That he or she fully understands that this contract requires that the site be complete no later than **THIRTY (30) calendar days** after notice to proceed, or liquidated damages shall be assessed starting on the **THIRTYTH (30th) day**;

That he or she has or they have carefully examined the plans and specifications and has communicated with the Engineer in all cases where there are any questions as to the clarity and intent of the specifications;

That he or she has read and fully understands the contract between the Monroe Municipal Utilities Authority (MMUA) and that any contractor or sub-contractor involved in this contract shall comply with said contract, in addition to the Monroe Municipal Utilities Authority (MMUA) contractual obligations;

That he or she has or they will begin work on the project immediately upon receipt of the Notice to Proceed and that he or she will or they will complete the work herein specified in accordance with the plans and specifications before the expiration indicated in the specifications;

That he or she is aware of the groundwater conditions and utility line crossings along specific sections of the project;

That he or she fully understands the schedule of operations contained within the progress section of the specifications and the penalties for not complying with the deadline to complete this utility work within the prescribed schedule;

That he or she will or they will furnish all materials and equipment necessary to do all work in accordance with the specifications and in accordance with any instructions which may be given during the work for the following unit and/or lump sum prices:

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BID FORM
WATER MAIN REPLACEMENT

Note: The BIDDER shall use either black or blue ink or typewriter (black ribbon) in completing the Proposal Form. Each line item amount must be given. Failure to do so will result in disqualification of BIDDER.

BIDDERS are reminded that they must bid on the issued plans and specifications, as amended. Any deviation, conditions or attachments made by the BIDDER himself thereto may render the Bid non-responsive and be cause for its rejection. Bid Security to be based on the **TOTAL AMOUNT BID** and shall be the percentage indicated in the Instructions to Bidders.

Schedule of Prices shall accompany each partial invoice to verify percent completion. If and where directed (IAWD) items will be authorized by OWNER on an as needed basis.

Statement of Estimated Quantities and Proposal Prices

Base Bid

Item	Description	Quantity	Units	Unit Cost	Total
1	MOBILIZATION	1	L.S.	\$	\$
2	CLEARING SITE	1	L.S.	\$	\$
3	EXCAVATION, TEST PIT (IAWD)	105	C.Y.	\$	\$
4	EXCAVATION, UNCLASSIFIED (IAWD)	100	C.Y.	\$	\$
5	HOT MIX ASPHALT DRIVEWAY	125	S.Y.	\$	\$
6	2" BLOW-OFF ASSEMBLY, COMPLETE	1	UNIT	\$	\$
7	INSTALLATION OF 6" GATE VALVE	3	UNIT	\$	\$
8	INSTALLATION OF 12" GATE VALVE	4	UNIT	\$	\$
9	22.5° BEND	3	UNIT	\$	\$
10	45° BEND	13	UNIT	\$	\$
11	WATERMAIN OFFSET	2	UNIT	\$	\$
12	12" x 8" REDUCER	1	UNIT	\$	\$
13	8" x 12" LARGE END BELL REDUCER	1	UNIT	\$	\$
14	12" x 6" TEE FITTING	2	UNIT	\$	\$
15	12" x 12" TEE FITTING	3	UNIT	\$	\$
16	12" END CAP	1	UNIT	\$	\$
17	INSTALLATION OF 6" CLDIP	110	L.F.	\$	\$
18	INSTALLATION OF 12" CLDIP	1775	L.F.	\$	\$
19	SIDE STREET TIE-IN, COMPLETE	2	UNIT	\$	\$
20	8" WET TAP, COMPLETE	2	UNIT	\$	\$
21	12" WET TAP, COMPLETE	1	UNIT	\$	\$
22	FIRE HYDRANT ASSEMBLY, COMPLETE	3	UNIT	\$	\$
23	2" POLYETHYLENE WATER SERVICE	165	L.F.	\$	\$
24	1" WATER SERVICE CONNECTION, COMPLETE	22	UNIT	\$	\$
25	2" WATER SERVICE REDUCTION, COMPLETE	1	UNIT	\$	\$
26	6" CLDIP	110	L.F.	\$	\$
27	12" CLDIP	175	L.F.	\$	\$
28	FINAL CLEAN UP	1	L.S.	\$	\$

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

TOTAL AMOUNT BASE BID (Items 1 – 28 Inclusive) \$ _____
In numbers

In words

Add Alternate 1

A1	CUT, PRESSURE GROUT, AND CAP EXISTING 6" WATERMAIN	1550	L.F.	\$	\$
----	--	------	------	----	----

TOTAL AMOUNT ADD ALTERNATE 1 (Item A1 Inclusive) \$ _____
In numbers

In words

TOTAL AMOUNT BASE BID & ADD ALTERNATE 1 \$ _____
In numbers

In words

BIDDER acknowledges that in the event of a discrepancy between the unit price for any pay item and the extended price shown for that item, the unit price is to govern. Where a unit price is bid for an item but no extended price is provided, the extended price shall be established by multiplying the unit price and the estimated quantity. Where the extended price is provided and the unit price is not provided, the unit price shall be established by dividing the extended price by the estimated quantity. Where no figure is provided for the unit price and extended price, the amount bid will be considered to be zero (\$0.00).

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The Contractor understands that the OWNER reserves the right to reject any or all bids. Any omission of the mention of any of the detail work to be performed under each item does not relieve the Contractor from their obligation to complete each and every item of work contracted for as called out in the specifications necessary to complete the entire work.

Contractor understands that any supplemental work shall be authorized by the OWNER and the State of New Jersey and actual payment for supplemental work orders shall be paid for the actual recorded labor, materials, equipment and a maximum overhead and profit of twenty percent (20%), as reported on an approved data sheet provided by the OWNER.

The OWNER reserves the right to award this contract based on the lowest price bid for the items of work delineated under the Base Bid, or the Base Bid and Add Alternate 1, depending on the availability of funds. Add Alternate 1 will not be awarded without the Base Bid being awarded.

Failure to bid on all items shall result in an informal bid and subsequent disqualification.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

Accompanying this Proposal is a certified check or bid bond made payable to the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** in the sum of \$_____ (not less than ten percent of the total amount of this Proposal, not to exceed \$20,000.00), which the undersigned agrees is to be forfeited as liquidated damages and not as penalty if the contract is awarded to the undersigned and the undersigned fails to execute the contract or to furnish the bond and surety required by the specifications within the stipulated time, otherwise the check will be returned to the undersigned.

INDIVIDUAL

The undersigned is a(n) PARTNERSHIP under the laws of the State of _____ having its principal office at

CORPORATION

Date

Signature and Title

Company

Address

ATTEST:

Corporate Secretary

(SEAL)

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

CONSENT OF SURETY

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, paid the undersigned corporation and for other valuable considerations, the receipt whereof is hereby acknowledge,

the _____

consents and agrees that, if the Contract, for which the preceding Proposal is made be awarded to _____

_____ this Company will become bound as surety for its faithful performance, and will execute the Payment Bond

following Division 1 hereof, and if the said _____ shall omit or refuse to execute such Contract within ten days from the time when notified so to do, then the undersigned corporation will pay, without proof of notice, on demand, to the said **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**, any difference between the sum which the next higher bidder, or the person, persons, or corporation to whom the Contract shall be finally awarded, would be entitled to receive upon such completion and the amount of the foregoing Proposal, the amount of said difference to be calculated upon the estimated amount of work by which the bids are tested.

If more than one surety executes this consent, each such Corporation shall become-bound, jointly and severally, by the terms thereof.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporation seal to be hereto affixed this _____ day of _____, 20____.

NOTE: The surety must sign below and state its place of business or resident.

Signature

Business/Residence

NOTE: 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.

EVIDENCE OF A SURETY COMPANY'S AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF NEW JERSEY MUST BE SUPPLIED WITH THE CONSENT OF SURETY AND POWER OF ATTORNEY.

A LIST OF ASSETS AND LIABILITIES, AND A SURETY DISCLOSURE STATEMENT AND CERTIFICATION PURSUANT TO NJSA 2A:44-143 MUST BE SUPPLIED WITH THE CONSENT OF SURETY AND POWER OF ATTORNEY.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

BID BOND

KNOW ALL MEAN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held and firmly bound unto
_____ in the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally, bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **“WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD.”**

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (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 connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

This obligation shall be void, otherwise the same shall remain in 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 said Surety does hereby waive notice of any such extension.

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

_____ (L.S.)

Surety:

By:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

**STATEMENT OF CORPORATE OWNERSHIP
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION
IS CAUSE FOR AUTOMATIC REJECTION**

N.J.S.A. 52:25-24.2 reads in part that no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership. If one or more stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owing 10% or greater interest in that partnership shall also be listed.

Check one box:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the company submitting bid.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the company submitting bid.

Check which business entity applies:

- Corporation
- Limited Liability Corporation
- Subchapter S Corporation
- Partnership
- Limited Liability Partnership
- Other
- Sole Proprietorship

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporation: _____ State of Incorporation: _____

Business Address:

Street Address	City	State	Zip
Telephone #	Fax #	E-mail	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of the company submitting bid:

Name	Home Address
Name	Home Address
Name	Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: YES NO

Signature: _____ Date: _____

Printed Name and Title: _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and say that:

He is _____
(Owner, Partner, Officer, Representative, or Agent)

of _____, the bidder that has submitted the attached bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid. Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in anyway colluded conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or collusion conspiracy, connivance or unlawful agreement any advantage against the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement, on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

He further warrants 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 bone fide employees or bona fide established commercial or selling agencies maintained by

Contractor

Signature

Title

Sworn to and Subscribed

Before me this _____

day of _____, 20__.

Notary Public

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PROCUREMENT AND SERVICE CONTRACTS

Kindly complete the questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by our office upon award. This form should be submitted within seven (7) working days of notification.

1. Our company has a Federal Affirmative Action Plan approval.

Yes _____ No _____

- a. If yes, submit a photostatic copy of said approval.
- b. If no, submit a photostatic copy of the New Jersey State Certificate of approval.

None of the Above _____

2. If you do not have a State Approval, indicate whether, you have

- a. More than 50 employees _____
- b. Less than 50 employees _____

3. I have more than 50 employees, please send an Affirmation Action form for our completion.
(AA 302 - Affirmation Action Employee Information Report).

4. I have less than 50 employees, please send an affidavit for my completion.

I certify that the above information is correct to the best of my knowledge.

Name

Signature

Title

Date

Contractor - Please complete and sign this form and return it to _____ with your contract.

AN EQUAL OPPORTUNITY EMPLOYER

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with less than 50 employees)

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

State of New Jersey)

County of _____)

ss.

I, _____ of the (Borough, City, Township) of _____ in the

County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, Partner, Owner) of the firm of _____, a bidder making a proposal upon the above-named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type. I am familiar with the affirmative action requirements of P.L. 1975, c. 127, of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations pursuant thereto.
3. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that Moines will be paid by the State of New Jersey, County of _____, (Borough, City or Township) of _____, until an affirmative action plan is approved.

I am also aware that the contract may be terminated and that _____ may be debarred from all public contracts, for a period of up to five (5) years.

5. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Signature of Authorized Representative

Name and Title

Sworn to and Subscribed

Before me this _____

day of _____, 20____.

Notary Public

EXHIBIT 'B'

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- 1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq). The contractor is further notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing Stockholders with his bid.

I hereby acknowledge that I have received and read have this document.

Name

Signature

Title

Date

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

EEO/AA EVIDENCE

**Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects**

In the event a vendor is awarded a contract, the vendor is required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Vendors are required to submit one of the following:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302

For further information see the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf

I certify that my bid package includes the required evidence per the above list and as found on the State website.

Name

Signature

Title

Date

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

QUALIFICATION FORM

The bidder on this contract shall fill in below, in the space provided, at least five (5) projects similar to that specified in these specifications, that the bidder has performed and that have been operating satisfactory for a minimum of five (5) years.

PROJECTS

	<u>Date</u>	<u>Location</u>	<u>Engineer</u>	<u>Amount of Contract</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Sworn to and Subscribed

Before me this _____

day of _____, 20__.

Notary Public

Respectfully Submitted,

Signature

Company Name

Address

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

EXPERIENCE, EQUIPMENT, AND FINANCIAL STATEMENT

Bidders on this project are to provide the following information:

If a corporation, answer this:

If a co-partnership, answer this:

Capital paid in cash \$ _____

Date of Organization _____

State whether partnership is general or limited

Name, Address & Age of Partners:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

EXPERIENCE AND EQUIPMENT

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years of experience in this type of construction work has your organization had? _____
3. What are the latest projects your organization has completed?

Contract Amount

Date Work Completed

For Whom

A. \$ _____

B. \$ _____

C. \$ _____

D. \$ _____

E. \$ _____

Names, Addresses and Telephone Numbers of Reference for items listed above:

Name and Address

Telephone No.

A. _____

B. _____

C. _____

D. _____

E. _____

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Any other reference _____

4. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting

organization that failed to complete any work? _____

If so, state the name of individual, position and the name of the other organization

6. Did this other contracting organization ever fail to complete any work awarded to it? _____;

If so, where and why? _____

7. If any part of the work is sublet, will you require a bond from subcontractor? _____

8. Give list of uncompleted contracts at present held by you:

CONTRACT

AMOUNT

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

9. What equipment do you own that is available for the proposed work?

10. State approximately the largest amount of work you have done in any one year.

Remarks _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names and addresses of each subcontractor. Failure of the bidder to name all subcontractors may be cause for rejection of the bid.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist. **Each sub-contractor shall submit, within the bid, his or her own Business Registration Certificate issued by the State of New Jersey.**

Name _____ Phone No. _____

Address _____

Proposed Work _____

Name _____ Phone No. _____

Address _____

Proposed Work _____

Name _____ Phone No. _____

Address _____

Proposed Work _____

Name _____ Phone No. _____

Address _____

Proposed Work _____

Name _____ Phone No. _____

Address _____

Proposed Work _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

APPROVED APPRENTICESHIP FORM FOR CONSTRUCTION PROJECTS

Apprenticeship is training in occupations that require a wide and diverse range of skills and knowledge, as well as maturity and independence of judgment. It involves planned, day-by-day training on the job and experience under proper supervision, combined with related technical instruction.

As practiced by modern industry, apprenticeship is a business-like system designed to provide workers entering industry with comprehensive training by exposing them to the practical and theoretical aspects of the work required in a highly skilled occupation. This is accomplished through structured training on the job and related theoretical instruction.

Under the National Apprenticeship Act, the Bureau of Apprenticeship and Training (BAT) is responsible for providing service to existing apprenticeship programs and technical assistance to organizations that would like to establish an apprenticeship program. The Bureau works very closely with State Apprenticeship Councils (SAC) and the educational system to deliver support services at the National, State and local level.

Approved Apprenticeship programs are usually available through local County Vocational Schools, through various Union Locals, and/or through the U.S. Department of Labor.

The U.S. Department of Labor for New Jersey may be reached at:

US Department of Labor
Bureau of Apprenticeship & Training
485 Route 1 South
Bldg. "E", Room 300
Iselin, New Jersey 08830

The Owner has determined that it would be in the best interest of this particular project, and reasonably related to the specific work to be performed, that all bidders be required to participate in an approved apprenticeship program pursuant to standards established under the Department of Wage and Industry Act of 1948 (N.J.S.A. 34:1A-34 et. seq.). This requirement may be met by either showing a written agreement with a Union with an appropriate apprenticeship program, or by maintaining an in-house program that materially follows the guidelines for apprenticeship set forth by the Union of the same trade:

All subcontractors used by the bidder shall also have an approved apprenticeship program.

If a bidder or subcontractor does not have its own approved apprenticeship program as set forth above, the requirement may be met by showing that the bidder and/or their subcontractor has a written agreement with a Union which has an appropriate apprenticeship program.

List of Trades for this Project
Submitted by Vendor

Apprenticeship Program Attended

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: YES NO

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled, "prevailing Wage Rate Determination", is attached at the close of this section. Pursuant to N.J.S.A, 34:11-56.37 and 34.11-56.38 Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage late. In the event it is found that any workman employed the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby,

Before final payment is made by or on behalf of the Owner any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the name of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

INDIVIDUAL

The undersigned is a(n) **PARTNERSHIP** under the laws of the State of _____ having its principal **CORPORATION**

office at _____

Signed: _____

Type or Print: _____

Company Name: _____

Address: _____

Telephone Number: _____

Address

Signature

BILLING DATES AND PAYMENT CYCLES

The periodic billing date(s) shall be – (in the event that it is anticipated that there will be more than one payment in a contract periodic billing dates should be established and set forth therein)(for the contracts exceeding \$100,000.00 partial payments shall be made at least once each month in accordance with N.J.S.A 40A:11-16.2).

The billing date for the final retainage payments shall be the date the bill is received by (name of local unit). **Payments to the Contractor shall be made for the approved amount of work performed minus a 2 percent retainage. The release of retainage shall occur once final project acceptance has occurred.**

The payment cycle shall be: (N.J.S.A. 2A: 30A-2a sets forth two procedures for payments to the contractors based on the procedure adopted by the local unit – 1) Default procedure for local units that do not require governing body approval to authorize payments of bills; and 2) Alternate procedure for local units that require governing body approval for payments of bills).

1. Default Procedure –
 - a. if the contractor has performed in accordance with the contract; and
 - b. the work has been approved and certified by the owner or the owner’s authorized agent.
 - c. The owner shall pay the bill not more than 30 calendar days after the billing date;
 - d. Provided that the billing shall be deemed “approved” and “certified” 20 calendar days after the owner receives it, unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.
2. Alternate Procedure –
 - a. if the contractor has performed in accordance with the contract; and
 - b. the work has been approved and certified by the owner or the owner’s authorized agent.
 - c. The owner shall pay the bill not more than 30 calendar days after the billing date.
 - d. Provided that the billing shall be deemed “approved” and “certified” 20 calendar days after the owner receives it, unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.
 - e. The 20th calendar day deadline of the first (default) procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting (any public meeting open to the public) following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion thereof will not be approved.
 - f. If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

MANDATORY CONTRACT DISPUTE PROCEDURES

The bidder agrees to Mandatory Dispute Procedures required by P.L. 2006, Chapter 96 and N.J.S.A 40A:11-50, as described below:

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the Bidder and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The bidder further agrees to include a similar mediation provision in all agreements with the independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the OWNER from seeking injunctive or declaratory relief in court or at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c.198 (C:40A:11-1 et seq.).

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

SITE INSPECTION VERIFICATION

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

Monroe Municipal Utilities Authority (MMUA), County of Gloucester, NJ

I hereby acknowledge to the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** that I have performed an on-site inspection of the "**WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD**" as shown on the contract drawings and understand the intent to the relative surface conditions by virtue of this visual inspection and any information that the ENGINEER may have utilized in the preparation of the Contract Plans and/or Documents for "**WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD.**"

I confirm that I have investigated the site, and have a firm understanding of the required performance specifications under this Contract.

I confirm that I have been apprised that utilities may be located in the area of the project such as: water mains, irrigation lines, water services, sewer mains, multiple sewer laterals, gas mains, and gas services and that no work shall commence until the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)** and the respective utility companies mark-out such lines. I also agree to dig test pits wherever a conflict may arise.

I also confirm that I fully understand the obligations of this contract regarding the full cooperation and communication with the private utility owners, Atlantic City Electric, Verizon, South Jersey Gas, Comcast Cable, PSE&G Gas, PSE&G Electric, and the cooperation needed to mark-out uncover and preserve existing utility conduits, private electric services, lighting, etc.

BIDDER

(Please print all information)

Company Name

Address

Signature

Name (please print)

Title

Attest

Date

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27

STATE OF _____ SS
COUNTY OF _____

I, _____ of the (Borough, City, Township) 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 _____, a _____
Name Title, Position, etc.

in the firm of _____,
the bidder making the proposal to _____ for work under
Name of Owner

Contract No. – Description

and that I executed the said Proposal with full Authority to do so; 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 N.J.S.A. 19:44A-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 _____
Name of Owner

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. Additional information on this requirement is available from ELEC at 888-3133-3532 or at www.elec.state.nj.us

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.

(Also type or print name of affiant under signature).

Sworn to and Subscribed

Before me this _____ day of _____, 20____.

Notary Public of _____

My Commission Expires _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURES OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

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.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Borough of Brooklawn** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Borough** to notify the **Borough** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Borough of Brooklawn** and that the **Borough** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD



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 or not 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.

(Attach Additional Sheets If Necessary.)

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

ⁱ 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).

Appendix A

Prevailing Wage Rates

Prevailing Wage Rates are available upon request
at the MMUA Engineer's Office

Confirmation Page

You have successfully completed your request for an Official Prevailing Wage Rate Determination. The wage rate determination details are displayed below. These details will also be emailed to the email address you provided.

Save the Confirmation No. for your records. Save and print all documents listed below. Please do not forget to complete the [PWConfirmation.pdf](#) and send it to the NJ Dept. of Labor and Workforce Development, Public Contracts Section.

If any of the links/attachments are not working, please email PWRIssues@dol.nj.gov. Explain which of the links/attachments are not working and provide the Confirmation No. Please note that this email address is for online technical issues only; any law or wage rate questions sent to this email address cannot be answered and will be deleted.

Confirmation No.: 83233
Date of Determination: 03/20/2026 08:24:55

NAME AND ADDRESS OF PUBLIC BODY AWARDING THE CONTRACT

Name	Monroe Municipal Utilities Authority	FEIN	XXXXX8392
Street	372 South Main Street	City	Williamstown
State	NJ	Zip	08094
Project No.	24421		

NAME AND ADDRESS OF REQUESTING OFFICER

First Name	Wayne	Last Name	Roorda MI
Title	Project Engineer	Phone No.	856-589-1400 Ext.
Company Name	Bryson & Yates Consulting Engineers, LLC	Email	wroorda@brysonyates.com
Street	307 Greentree Road	City	Sewell
State	NJ	Zip	08080

NAME AND ADDRESS OF CONTRACTOR WHO IS BEING AWARDED THE CONTRACT

Company Name	To Be Determined	FEIN	
Contact First Name		Contact Last Name	MI
Street		City	
State	NJ	Zip	
Contract Amount			

DESCRIPTION OF WORK

Replacement of Water Main and related appurtenances

LOCATION WHERE WORK WILL BE PERFORMED

Street	City
Sicklerville Road	Williamstown

County Rate(s)

GLOUCESTER	070113953-gloucester-rates-3-11-2026.pdf
STATE WIDE RATES	062110242-statewide-rates-3-3-2026.pdf
PWConfirmation.PDF	PWConfirmation.pdf

Print This Page

New Official Wage Rate Request

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

AGREEMENT SECTION

Items contained in this section are not required to be completed with the bid package.

Form	Page
1. Agreement	2
2. Performance Bond	5
3. Payment Bond	7
4. Notice of Award	9
5. Notice to Proceed	10
6. Exhibit 'A' – Forms for Affirmative Action	11

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

AGREEMENT

THIS Agreement, made this _____ day of _____, 2026 by and between the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**, hereinafter called "OWNER" and _____

INDIVIDUAL
doing business as a(n) CORPORATION hereinafter called "CONTRACTOR."
PARTNERSHIP

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of the **“WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD FROM GORDON AVENUE TO RADIX ROAD.”**
2. The CONTRACTOR shall furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within **THIRTY (30) calendar days**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages will be assessed in the amount of **\$500.00** per calendar day if the roadway, curbs, gutters, and driveways are not complete within **THIRTY (30)** days, as specified in the General Conditions.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ as shown in the BID SCHEDULE (see attached Exhibit 'A').
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) Bid
 - (d) Surety's Consent
 - (e) Bid Bond
 - (f) Qualification Form and Experience, Equipment, & Financial Statement
 - (g) Public Works Contractor Registration Certificate
 - (h) Business Registration Certificates

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

- (i) Agreement
 - (j) General Conditions
 - (k) Supplemental General Conditions
 - (l) Payment Bond
 - (m) Performance Bond
 - (n) Notice of Award and Notice to Proceed
 - (o) Plans and Specifications prepared by **BRYSON & YATES CONSULTING ENGINEERS, LLC**, dated March 20, 2026
 - (p) Addendum No. _____
 - (q) Progress Schedule
 - (r) Any other written instructions or interpretations by the ENGINEER or OWNER
6. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
7. The CONTRACTOR shall, in addition to naming the OWNER, etc. as insured under the various insurance requirements, shall also include the ENGINEER, Bryson & Yates Consulting Engineers, LLC, Jonathan A. Bryson, Bret T. Yates, and the STATE, and its agencies, employees, and officers as additionally insured.
8. **CONTRACTOR agrees that for the purpose of this Agreement, no work shall commence until all policies of insurance; bond or letter of credit, and other sureties shall be posted with the OWNER and duly approved by the Owner's Solicitor. Accordingly, the CONTRACTOR shall prepare, at the time of submission of said documents, a "transmittal agenda" enumerating all such items required.**
9. The CONTRACTOR shall take pre-construction photographs and professional video of the work zone, prior to commencement and also notify OWNER of any discrepancies or conflicts between existing conditions and the specifications prior to beginning construction. Contractor shall also verify the utilities and notify Engineer if any discrepancies are found, prior to mobilizing crew. Test pits shall be completed within five (5) calendar days after notice to proceed.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

executed or caused to be executed by their duly authorized officials, this Agreement, in 4 copies.

11. The CONTRACTOR confirms that the site was carefully inspected during a site visit and that the scope of the project and performance specifications are understood. It is fully confirmed that the Contractor agrees to coordinate and cooperate with the Owner and its Engineer along with the property owners and private utility companies to complete the project.

(MMUA) _____

OWNER: MONROE MUNICIPAL UTILITIES AUTHORITY

By: _____

Name: _____

Title: _____

(SEAL)
ATTEST:

Name: _____

(Please Type)

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

(Please Type)

Title: _____

Address: _____

(SEAL)
ATTEST:

Name: _____

(Please Type)

Title: _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PERFORMANCE BOND OR LETTER OF CREDIT

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a(n) _____ hereinafter called
(Corporation, Partnership or Individual)

PRINCIPAL and _____
Name of Surety

Address of Surety

hereinafter called SURETY, are held and firmly bound unto the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**; hereinafter called "OWNER" and the State Of New Jersey hereinafter referred to as the GOVERNMENT in the total

aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof "**WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD.**"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL and SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATION accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PROVIDED, FURTHER, that it is expressly agreed that the BOND OR LOC shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty (20) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
Number

each one of which shall be deemed an original, this the _____ day of _____,
20____.

ATTEST:

Principal

By _____ (s)

(SEAL)

Witness as to Principal

Address

Address

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ *Name of Contractor*

_____ *Address of Contractor*

a(n) _____ hereinafter called
(Corporation, Partnership or Individual)

PRINCIPAL and _____
Name of Surety

hereinafter called SURETY, are held and firmly bound unto the **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**; hereinafter called OWNER and the State of New Jersey hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof **“WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD.”**

NOW, THEREFORE, if the PRINCIPAL shall promptly of the make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution WORK provided for in such contract, and any authorized extensions or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman, lienholder whether it acquires its liens by operation of State or Federal law; then this obligation shall be void , otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTOR, and person, firms, and corporations having a direct contract with the PRINCIPAL; or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect it obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service needs to be made by a public officer.

- b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, THAT if any limitation embodied in the BOND is equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty (20) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, additions extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
Number

each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

Witness as to Surety

Address

Principal

By _____ (s)

Address

Surety

By _____
Attorney – in Fact

Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

NOTICE OF AWARD

To: _____

PROJECT Description "WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD"

The OWNER, **MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)**, has considered the BID submitted by you for the above-described WORK in response to its Advertisements for Bids, dated __ and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ (see Exhibit A attached in Contract Agreement).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, TWO (2) YEAR MAINTENANCE BOND (AT PROJECT COMPLETION), and CERTIFICATES OF INSURANCE within **TEN (10)** calendar days from the date of satisfying the conditions set forth in this Notice to you.

Should you fail to execute said Agreement and to furnish said BONDS/LOC within **TEN (10)** calendar days from this date, said OWNER shall be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this the _____ day of _____, 20__.

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 20__.

By: _____ Title: _____

WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD

NOTICE TO PROCEED

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

"WATER MAIN REPLACEMENT ALONG SICKLERVILLE ROAD"

To: _____ Date: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____ and you are to complete WORK **within THIRTY (30) calendar days** thereafter. The date of completion of all WORK is therefore **Thirty (30) calendar days from the date of this notice.**

MONROE MUNICIPAL UTILITIES AUTHORITY (MMUA)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this the _____ day of _____, 20__.

By: _____ Title: _____

END OF SECTION

Exhibit 'A'

Forms for Affirmative Action

Form AA201

Form AA202

Form AA302

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq). The CONTRACTOR is further notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing Stockholders with his bid.

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Assignment

Code

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT Name: Address:						
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				6. NAME AND ADDRESS OF PROJECT Name: Address:			7. PROJECT NUMBER			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				COUNTY			8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>			
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

TABLE OF CONTENTS
TECHNICAL SPECIFICATIONS

<u>Description</u>	<u>Section No.</u>
General Requirements	01000
As-Built Plans	01010
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Cleaning and Restorations	01710
Excavation and Backfill	02227
Temporary Soil Erosion and Sediment Control Measures	02270
Water Distribution	02510
Supplemental Specifications	-----

SECTION 01000

GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functional system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.
- B. Reproducible As-built plans must be furnished by the Contractor to the Engineer prior to final payment.
- C. Where construction is being performed in traveled roadways, Contractor is to provide necessary traffic controls and devices in accordance with the Current Manual on Uniform Traffic Control Devices.
- D. Contractor shall notify all utility companies prior to construction of utilities and paving:

Sewer: Monroe Municipal Utilities Authority
372 South Main Street
Williamstown, NJ 08094
856-629-1444

Water: Monroe Municipal Utilities Authority
372 South Main Street
Williamstown, NJ 08094
856-629-1444

Gas: South Jersey Gas
1 South Jersey Plaza
Folsom, NJ 08037
844-611-5605

Electric: Atlantic City Electric
5100 Harding Highway (Route 40)
Mays Landing, NJ 08330
800-642-3780

Telephone: Verizon
540 Broad Street
Newark, NJ 07102
800-837-4966

Cable: Xfinity (Comcast) Cable
3800 Horizon Blvd
Trevorose, PA 19053
866-486-2364

- E. Prior to any excavation, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- F. The Contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the plans as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- G. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Engineer during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- H. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any ponds or other bodies of water.
- I. The Contractor is hereby advised that Public Law 1975, Chapter 251 as amended by P.L. 1979, Chapter 459 is applicable to this project.
- J. It is the intent of Section 02270 Temporary Soil Erosion and Sediment Control Measures to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the Contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.
- K. The Contractor shall apply and pay for all permits that may be required for any of the work involved with this project.
- L. Contractor is to notify residents by door-hangers at least seven (7) days in advance before starting construction work. Contractor is also to notify residents by door-hanger at least forty-eight (48) hours in advance of expected need for vehicle clearance from roadways.
- M. All notes on plans shall be made a part of the specifications.
- N. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive full-time inspection and the normal working hours for the Inspector are from 8:00 AM to 4:30 PM, Monday through Friday. Any overtime inspection costs, which are avoidable, will be reimbursed by the Contractor.
- O. During the construction phase of the project, travel lanes shall remain open at all times.

- P. Contractor shall take extreme care in the placement of the asphaltic tack coat so as not to make it visible on the concrete curb. It shall be the Contractor's responsibility to keep the concrete curb clean of this oil.
- Q. Contractor shall not take any break in construction schedule once initial mobilization has occurred.
- R. If any discrepancies are found between the Contract Drawings and the Specifications, the Specifications shall prevail.

1.02 PUBLIC UTILITIES

- A. The contract drawings indicate the approximate location of existing overhead and subsurface utilities in the vicinity of the work. The bidder is advised to ascertain for himself all the facts concerning the location of these utilities.
- B. The Contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

1.03 PHOTOGRAPHS & VIDEO TAPES

- A. The Contractor shall video tape (record) the construction site prior to the commencement of construction. The video recording shall be kept by the Owner to resolve any disputes arising over the restoration of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, or any other items that may be disturbed during construction.

1.04 MAINTENANCE & PROTECTION OF TRAFFIC

- A. The Contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic.
- B. The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.

- C. The Contractor shall obtain the approval of the Engineer and consent of all appropriate authorities having jurisdiction, for any detours, which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.
- D. Before beginning work on any phase of the project, the Contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights, flares and other devices necessary, in the opinion of the Engineer, to protect the public during that phase of his operations.
- E. If battery operated flashing warning lights are used, they shall conform to the specifications therefore on file at the office of the Department's Bureau of Safety, 1035 Parkway Avenue, Trenton, New Jersey. These specifications require, in part, that the flashing lights be weatherproof and reasonably tamper-proof and theft proof, be equipped with a seven inch (7") minimum diameter amber plastic lens; shall operate with a flash rate between 55 and 75 flashes per minute with a flash duration of not less than 18% of each flash cycle; and shall be inspected and cleaned daily so as to maintain the lights in proper working condition.
- F. Road construction signs shall be placed at each end of the project along with every connecting intersection. At the end of each project, detour signs shall be placed.

**SCHEDULE OF TRAFFIC CONTROL DEVICES
FOR EACH SEPARATE PROJECT LOCATION**

<u>Type of Device*</u>	<u>Min./Max.</u>
Traffic Cones	20/80
Sign (Construction Ahead)	2/6
Sign G20-2	2/4
Traffic Director	1/4
Drums	20/50
Breakaway Barricades	10/40

*Devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".

- G. During the work on this project, the Contractor shall provide and/or be prepared to provide traffic protection devices in accordance with the above Schedule of Traffic Control Devices. The minimum numbers set forth in the Schedule shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified shall be sufficient cause for the Engineer to order cessation of work. When lack of any required safety devices presents an immediate hazard, the Engineer may order that such devices be provided by the Owner or by other Contractors, deducting the cost thereof from any monies due or becoming due the Contractor.

- H. Additional devices up to the maximum number set forth in the Schedule shall be provided by the Contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- I. Uniform traffic directors (flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever Contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the Contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a Contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer, the Contractor's operations cause such hazards as to require the use of Traffic Directors.
- J. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and, while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest and white or orange hard hat or other appropriate head gear. The Contractor may, at his option, secure the services of uniformed policemen having jurisdiction in the locality within which the project is located. Provision of such uniformed policemen will be deemed sufficient in meeting the requirements of this specification.
- K. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- L. The Contractor is advised that there is heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 4:00 PM to 5:30 PM. The Contractor shall schedule his construction activity such that he does not interfere or restrict traffic during the above peak hours.
- M. Any restriction of traffic at any time shall be subject to the approval of the Engineer and the Municipal Police Department. The Contractor shall submit a schedule of staged construction for approval prior to any restriction of traffic.
- N. If detours are proposed by the Contractor, they are subject to the review and approval of the Engineer and the Municipal Police Department.
- O. A detour plan and schedule shall be prepared by the Contractor for each proposed detour and submitted to each of the approving agencies previously mentioned. All detour signs shall conform to the requirements for Traffic Control Devices.
- P. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The Contractor shall submit a scheme for approval by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.
- Q. Construction of proposed utility pipe across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.

- R. The Contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.
- S. UNIFORMED LAW ENFORCEMENT OFFICERS ARE NOT REQUIRED DURING CONSTRUCTION ACTIVITIES IN MUNICIPAL ROADWAYS. TRAFFIC CONTROL IS TO BE COORDINATED WITH LOCAL POLICE AUTHORITIES – POLICE TRAFFIC DIRECTORS WILL NOT BE REQUIRED ON MUNICIPAL STREETS. IF UNIFORMED LAW ENFORCEMENT OFFICERS ARE REQUIRED BY THE COUNTY, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER FOR THE REQUEST AND SCHEDULING OF OFFICERS. UNIFORMED LAW ENFORCEMENT OFFICERS USED FOR TRAFFIC CONTROL, AS REQUIRED BY THE COUNTY, WILL BE PAID FOR BY THE OWNER DIRECTLY.
- T. The cost of all work as specified hereinbefore and all other work required to protect public safety and maintaining traffic flow shall be included in the unit price bid on the proposal for the item “Maintenance and Protection of Traffic”.

1.05 REFERENCE TO THE STANDARD SPECIFICATIONS

- A. Portions of the work performed under this contract shall comply with the requirements of the 2019 State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The 2019 State of New Jersey Department of Transportation Standard Roadway – Traffic Control – Bridge Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.
- B. The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The specifications are available for download at the following link:
<https://dot.nj.gov/transportation/eng/specs/2019/Division.shtml>
- C. The Monroe Municipal Utilities Authority Rates, Rules and Regulations are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these regulations. The regulations are available for download at the following link:
<https://www.monroemuanj.com/wp-content/uploads/2026/01/Rules-Regs-Binder-January-2026.pdf>
- D. It shall noted any discrepancies or conflicts between the specifications and the MMUA Rates, Rules and Regulations, the MMUA Rates, Rules and Regulations shall prevail.

END OF SECTION

SECTION 01010

AS-BUILT PLANS

1.01 GENERAL

- A. The Contractor shall provide two (2) sets of reproducible as-built plans (detailed stick drawings with dimension off-sets of all features, labels, etc.) prior to final payment.

2.01 MATERIALS

- A. As-builts shall be a reproducible of the original contract plans including any additional sheets required. All deviations from the original contract plans shall be on the as-builts. The plans shall be legible, neat, and of a quality acceptable to the Engineer. The As-Built requirements are also listed in Section 6.6.3 of the MMUA Rates, Rules and Regulations.
- B. The Engineer shall provide two (2) sets of plans at the beginning of the project to the Contractor.

3.01 EXECUTION

- A. The contractor shall be responsible for keeping the as-built up to date as the project progresses.
- B. Sewer services: Connections shall be indicated by distance from the previous upstream manhole and a right or left distance off of the main. Locate the end of the lateral with tie dimensions to two permanent features and indicate depth of burial.
- C. Water Services: Services shall be indicated by means of triangulation off of the front of the building. If no building exists, then by two permanent features.
- D. Sewer Mains: Actual distance installed from center of manhole, actual elevations of manholes and rims shall be indicated on the plans. Indicate slope, pipe size and type, and inverts. Plans shall be complete enough for submission to the New Jersey Department of Environmental Protection & Energy and the Monroe Municipal Utilities Authority.
- E. Water Main and Force Mains: Actual distance installed, pipe diameter and material, all bend angles, lid and top of nut elevation for all water valves, all hydrants and valves, actual inverts at each bend, all concrete encasements, all curb stops for water service, and high and low points. At each fitting, bend, blow-off, and gate valve, tie dimensions shall be provided to three permanent features. For each curb stop a station shall be provided from the nearest downstream manhole to each curb stop and provide an offset from the curb to each curb stop. If this cannot be accomplished, then tie down similar to valve location method. Each curb stop shall be clearly identified denoting the townhouse, condominium, house, office, store, etc., that it services.

- F. Storm Sewer: Any change in invert location, grate elevation, pipe size, class, or type, and any utility sleeves shall be indicated on the plans. A television investigation of all storm drainage pipes shall be performed by the contractor and witnessed by the Authority Engineer, if required.
- G. Building Construction: Actual installation with all items clearly identified shall be indicated. Location of installed items and any deviations from contract documents shall be so shown with boxes around the as-built numbers or labels.
- H. The Engineer shall prepare AutoCAD drawings GIS shapefile utilizing the as-built drawings prepared by the Contractor
- I. This section is intended to provide a minimum level of acceptance. Any section with more stringent requirements shall have precedence over this section.

4.01 PAYMENT

No separate payment will be made for work performed under this section.

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 SUMMARY

This section specifies requirements for handling submittals.

1.02 GENERAL PROCEDURES

Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delays.

Coordinate transmittal of different submittals for related elements so processing will not be delayed for coordination with other submittals. The Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

Processing: Allow two weeks for review. Allow more time if processing must be delayed for coordination with other submittals. The Engineer will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.

No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to Permit processing.

Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on shop drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken:

Project Name
Date
Name and address of Engineer
Name and address of Subcontractor
Name and address of Supplier
Name of Manufacturer

1.03 SUBMITTAL TRANSMITTAL

Package submittals appropriately for transmittal and handling. Transmit with a transmittal form / cover sheet. Submittals received from other than the Contractor will be returned without action.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

Submit a fully developed, bar-chart type (Gantt chart) construction schedule at the preconstruction conference. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week.

Coordinate the construction schedule with the list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

Indicate completion in advance of the date established for substantial completion. Indicate substantial completion on the schedule to allow time for the Engineer's procedures necessary for certification of substantial completion.

1.05 DISTRIBUTION OF SCHEDULES

Distribute approved copies of the construction schedules to the Engineer, Owner, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office, if applicable. When revisions are made, distribute to the same parties and post in the same locations.

Updates: Revise each schedule after each meeting or activity, where revisions have been made. Issue the updated schedules concurrently with report of each meeting. The revised schedule must be approved by the Engineer.

1.06 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report, recording information concerning events at the site. Submit duplicate copies to the Engineer at weekly intervals. Include the following information:

- List of subcontractors at the site
- High and low temperatures, general weather conditions
- Accidents, stoppages, delays, shortages, losses
- Emergency procedures
- Change orders received, implemented
- Partial completions, occupancies
- Substantial completions authorized

1.07 SHOP DRAWING

Submit new information, drawn to accurate scale. Indicate deviations from contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Include the following information:

- Dimensions
- Identification of products and materials included
- Notation of coordination requirements
- Notation of dimensions established by field measurement

Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8 1/2" x 11" but no larger than 30" x 42". Page sizing requirements shall be adhered to in PDF electronic versions of documents.

Do not use shop drawings without a final stamp indicating action taken indicating action taken in connection with construction.

1.08 PRODUCT DATA

Collect product data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations
- Compliance with recognized trade association standards
- Compliance with recognized testing agency standards
- Application of testing agency labels and seals
- Notation of dimensions verified by filed measurement
- Notation of coordination requirements

Submittals: Submit six (6) copies of each required submittal. The Engineer will retain four (4) copies and return the others marked with action taken and corrections or modifications required. PDF copies of shop drawings are permitted provided they are in reproducible format and adhere to the page sizing requirements set forth in the specifications.

Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, and other required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of product data is in the installer's possession. Do not permit use of unmarked copies of product and data in connection with construction.

1.09 SAMPLES

Submit full-size samples cured and finished as specified and identical to the product proposed. Mount, display or package samples to facilitate review. Prepare samples to match the Engineer's sample. Include the following:

Generic description	Compliance with recognized standards
Source	Availability and delivery time
Product name or name of manufacturer	

Submit samples for review of kind, color, pattern and texture for a final check of these characteristics and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.

Refer to other sections for samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.

Refer to other sections for samples to be returned for incorporation in the work. Such samples must be undamaged at the time of use. On the transmittal indicate special requests regarding disposition of sample submittals.

Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one will

be returned marked with the action taken. Maintain sample sets at the project site for quality comparisons.

Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

1.10 DISTRIBUTION

Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.

1.11 ENGINEER'S ACTION

Except for submittals for record, information or similar purposes, where action and return is required, the Engineer will review each submittal, mark to indicate action taken and return. Compliance with specified characteristics is the contractor's responsibility.

Action Stamp: The Engineer will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

1.12 QUANTITY AND PAYMENT

No separate payment will be made for submittals and all work performed under this section. The cost incurred shall be included in the various items in the proposal.

LIST OF REQUIRED SUBMITTALS

**Monroe Municipal Utilities Authority
Water Main Replacement along Sicklerville Road**

ITEM	DESCRIPTION	DATE RECEIVED	DATE APPROVED	DATE REJECTED	RESUBMITTED APPROVED DATE
1	Construction Schedule				
2	Pre-Construction Video				
3	I-13 Soil Aggregate				
4	Hot Mix Asphalt 9.5M64 Top Course				
5	Hot Mix Asphalt 19M64 Base Course				
6	Dense Graded Aggregate Base Course				
7	CLDIP Water Main Piping				
8	Type K Copper Piping				
9	Polyethylene Piping				
10	Stainless Steel Piping				
11	Valves, Fittings				
12	Valve Boxes, Curb Stop Boxes				
13	Curb Stop and Corp Valves				
14	Wet Tap Connection – Sleeve & Valve				
15	Transition Coupling				
16	Pressure Grout Plan and Materials				
17	Potable Water Bacteria Test Results				
18	Concrete Mix Design				
19	CLDIP Cut Sheet				
20	Mechanical Joint Restraints				
21	Fire Hydrant				
22	Pipe Bedding Material				
26	Inlet Protection – Soil Erosion Measures				
24	As-Built Drawings				
25	Topsoil				
26	Fertilizer and Seed				

END OF SECTION

SECTION 01710

CLEANING AND RESTORATIONS

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor and materials required to clean and restore the site to a condition equal to at least the existing condition.
- B. Included under this item will be all restorations of pipe trenches unless otherwise noted on the plans or specified herein.
- C. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- D. The Contractor shall take care and caution to preserve and protect all existing pavements, curbs, grass areas, sidewalk, private and public property along and adjacent to the lines of the work. Any destruction to any of the above, beyond the limits of work, or caused by careless construction procedures shall be replaced at the Contractor's expense.
- E. Where indicated by the Engineer, Contractor shall photograph both on-site and off-site properties prior to construction to verify existing conditions.

1.02 MATERIALS

- A. For restorations use the following materials. All materials shall comply with the following Articles of the New Jersey State Highway Department Standard Specifications latest revision.
- B. Grass Restorations:
 - 1. Topsoil and seeding shall conform to Subsections 804 and 806, respectively. The Contractor shall topsoil and seed to a minimum of five (5) feet along the new edge of pavement or to the extent of construction disturbance, whichever is greater.
- C. Pavement Restorations:
 - 1. Base Course: HMA 19M64 Base Course conforming to Section 401
 - 2. Surface Course: HMA 9.5M64 Surface Course conforming to Section 401.
 - 3. Aggregate Subbase: Shall conform to Section 302.
 - 4. Prime Coat; where specified, shall conform to the requirements set forth in Subsection 401.03.02 of the Standard Specifications for Cut-Back Asphalt, Grade MC-30 or MC-70.
 - 5. Tack Coat, where specified, shall conform to the requirements set forth in Subsection 401.03.02. Where emulsified bituminous cutbacks are to be used, the Contractor shall insure that the type of emulsion either anionic or cationic

shall be compatible with the aggregates and bitumen used in the bituminous concrete courses and soil aggregate base courses.

D. Restoration of Curbs and Other Concrete Structures:

Concrete shall be air-entrained and attain a compressive strength of 4,500 psi at 28 days. Concrete shall conform to Subsection 903.03.

E. All Other Materials: As approved by the Engineer or authorities having jurisdiction.

1.03 METHODS OF CONDUCTING WORK - CLEANING

A. Requirements of Regulatory Agencies:

All excess material shall be removed from the site and disposed by the contractor at his expense. Cost to be included in the unit price bid for all items. The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills.

B. Cleaning During Construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

C. Dust Control:

The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust.

Sprinkling to be approved must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.

D. Preconstruction Photographs:

The Contractor shall at no extra cost take color photographs or video recordings of the site prior to the commencement of construction. The photographs or video record shall accurately depict the existing preconstruction condition of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, mailboxes, street signs,

street furniture and all other appurtenances within or within a 25 foot radius of the limits of construction of the project. One set of prints of the photographs or video record shall be provided to both the Owner and the Engineer. The date of all photographs or video tapes as well as identification as to the location which the photograph depicts must be provided.

1.04 METHODS OF CONDUCTING WORK - RESTORATIONS

- A. **General:** All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Articles of the New Jersey State Highway Department Standard Specifications, latest revisions.
- B. **Grass Restorations:** All areas not covered with concrete, bituminous paving or other structures shall be topsoiled and seeded. Where available topsoil that is stripped and stockpiled by the Contractor may be used if free of all objects not larger in any dimension than 2". Compact by rolling. Seeded areas shall be maintained by Contractor until acceptance and any bare spots which appear within one year of acceptance shall be resodded. Should topsoil that is stripped and stockpiled be of insufficient quantity to complete the work, then the Contractor shall secure additional topsoil at no expense to the Owner in order to complete the work.
- C. **Pavement Restorations:** The methods of construction employed shall conform to the requirements set forth in Division 400 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be shown on the contract drawings.

- D. **Restorations of Curbs and Other Concrete Structures:**
 - 1. **Curbs:** Section 607.
 - 2. **Other Concrete Structures:** Restore in accordance with applicable Articles of the Standard Specifications.
- E. **All Other Restorations:** Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the Engineer or authorities having jurisdiction. The restoration will be done in kind including sod grass and architectural stone areas and shall be restored to the condition existing prior to construction.

1.05 QUANTITY AND PAYMENT

All costs for cleaning and restorations shall be included in the various items of the proposal.

END OF SECTION

SECTION 02227

EXCAVATION AND BACKFILL

1.01 GENERAL

- A. Excavation and backfill shall include clearing, grubbing, and backfilling for all utilities, curb, and all appurtenances at the required locations, as shown on the plans and specifications for all materials of whatsoever nature encountered.

1.02 MATERIALS

- A. The Contractor shall, at his expense, make such test pits and borings along the line and site of the work to satisfy himself regarding the character of the various strata of sub-surface materials and the amount of ground water that may be encountered in the course of construction and shall bid accordingly and the unit lump sum prices bid for the various pipes or structures requiring excavation shall include the difficulties to be encountered in excavation. Excavation shall include all materials excavated, encountered, including but not limited to rock, earth, shale, quicksand, gravel, sand, cinders, broken stone, concrete, paving, filled material, etc., and all miscellaneous excavation not herein specified and classified.

- B. Backfill material from on-site excavation:

All on-site backfill materials shall be subject to the approval of the Engineer, and to the following requirements.

1. Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay.
2. Backfill to a height of two (2) feet above the top of the pipes, culverts and other structures with material free from stones or rock fragments larger than two inches (2") in greatest dimension, or as directed by Engineer.
3. Free of large rocks or lumps that, in the opinion of the Engineer, may create voids or prevent proper compaction.

- C. Stone for trench stabilization and bedding:

Trench stabilization material for bedding under pipes and structures shall be broken stone conforming to Section 909.01 of the Standard Specifications, and meeting the gradation specified in Table 909.01-1 for Class "C" bedding.

- D. Select backfill (if and where directed) for pipes shall be designated as I-13 and meet all the requirements of Section 901.11 of the Standard Specifications and meeting the gradation specified in Table 901.11-1.

1.03 METHOD OF CONSTRUCTION

- A. **General Excavation** - Excavation of all materials of whatsoever nature encountered shall be made to the lines and grades shown on the drawings, or as may be necessary to fully carry out the intent of the drawings, and of these specifications, where no grades are

indicated or described. Surfaces of excavations in earth, exposed in the finished work, both level and sloped, shall be excavated in planes four inches lower than the finished surfaces, measured perpendicularly to the plans, and shall be brought up to the finished surfaces with 4" top soil as specified elsewhere. Finished surfaces shall be true to line and grade and shall be dressed to even planes. Unless otherwise shown or stated on the drawings, all exposed slopes excavated in earth shall be one vertical to two horizontal.

Slopes shall be kept true to line and grade during the progress of the work, and should any slope be scoured by storm water, or disturbed or should any excavation be scoured or disturbed before final payment is made, the Contractor shall promptly restore the slope or excavation so scoured, gullied or otherwise disturbed to line and grade before final payment is made. No additional compensation will be paid the Contractor by reason of the encountering of any unusual or unexpected subsoil conditions.

Where required, the Contractor shall provide sheathing and shoring to maintain the stability of side slopes or limit the width of excavation so not to disturb adjacent structures paving or utilities at no additional cost to the Owner.

- B. **Excavating Trenches, etc.** - In excavating for all pipes, inlets and manholes, the trenches between the lines of sheathing, if sheathing is used, must be of sufficient width to permit the work to be constructed in the manner and of the size specified. All excavating shall be confined within the narrowest possible limit and made as nearly as possible in a vertical line, and any sheathing, shoring, bracing or timbering which is necessary to obtain this result shall be done as hereinafter specified. Sloped banks will not be permitted except where directed by the Engineer.

The maximum width of trench at top of pipe measured to undisturbed earth shall be:

<u>I.D. of Pipe</u>	<u>Width</u>
8"	2'-3"
12"	2'-7"
15"	2'-9"
18"	3'-0"
21"	3'-3"
24"	3'-6"
30"	4'-0"
36"	4'-6"
42"	5'-6"
48"	6'-0"

Should sloped banks be permitted, contractor shall, at no extra charge to Owner, provide temporary surface over width of disturbed area of street to provide for the unrestricted use of traffic immediately upon completion of backfill. Such temporary surfacing shall be stone, gravel or as required to permit traffic immediately.

All trenches shall be excavated on the lines designated by the Engineer and to the grades and depths necessary for the laying of pipes at the grades given by him. The lines and grades given by the Engineer shall, in general, consist of a benchmark for elevation control and a baseline and from this point on, contractor shall lay out his own work and

build. Where, in the opinion of the Engineer, the original depth is sufficiently compact and solid for the foundation of the work, the bottom of the trench shall be excavated to conform to the external form of the pipe and under each bell or joint, unless the pipe is laid on a plank foundation, the trench shall be so hollowed out as to allow the body of the pipe to have a bearing throughout on the trench bottom and to provide ample room for the making of joint. In case a trench is excavated at any place below given grade excepting at pipe joints, it shall be refilled to the proper grades in the manner hereinafter specified. Unless otherwise specified, all excavation shall be performed by the open cut method.

- C. **Unauthorized Excavation** - Special care shall be taken to prevent the movement of disturbances of earth under the foundation of the pipelines, manholes and other structures by providing adequate sheathing and bracing. Where the excavation is carried beyond or below the lines and grades given by the Engineer, or wherever the Engineer shall determine that any material has been loosened or disturbed sufficiently to reduce its supporting power, remove all such loosened material and refill all such excavated space to grade with sand or loam thoroughly rammed, in such manner as may be directed by the Engineer in order to ensure the adequate support and stability of the pipeline and other structures.

All excavation and any other operation shall be confined to the width of the right-of-ways available.

- D. **Additional Excavation** - If material satisfactory for foundations is not found at the elevation of grade, or in case it is found undesirable or necessary to excavate to additional depth, the excavation shall be carried to such additional depth as the Engineer may direct, and refill with compacted sand, washed stone or washed gravel, by the Contractor at no extra cost to the Owner.
- E. **Tunneling** - No tunneling will be allowed except by permit from the Engineer. When tunneling, excavate the materials to cross sections as may be designated by the Engineer.
- F. **Amount of Trench to be Opened** - The Engineer shall have the right to limit the amount of trench which shall be opened in advance of the completed pipeline and also the amount of trench left unfilled. Unless otherwise specified, not more than three hundred feet of trench shall be opened or partly opened at any one time in one operation. Adequate provisions shall be made for the use of cross walks and driveways. Provide and maintain all necessary barricades and lights.
- G. **Materials Excavated** - The materials excavated shall be laid compactly on the side of the trench or excavation and kept trimmed as to be of as little inconvenience as possible to traveling public and to adjoining tenants. Where the streets are paved, the paving materials shall be kept separate from the other materials excavated. All streets shall be kept open for travel unless otherwise directed by the Engineer.
- H. **Removal of Excavated Materials** - The Contractor shall not, without permission from the Engineer, remove from the line of the work any excavated materials which may be suitable for filling the trench or excavation until the same has been refilled. All excess excavation shall remain the property of the Owner and shall be disposed of at the location so designated by the Owner within the limits of the site at the Contractor's expense. However, if the Owner has no real need for this excess excavation, or if the material is unsuitable, it shall be the Contractor's responsibility to dispose of said material at no expense to the Owner. The disposal site shall be one approved by the NJDEP.

- I. **Shoring and Sheathing** - All faces of excavation shall be properly sheathed, timbered and braced where necessary to furnish suitable dry and safe working conditions acceptable to the Engineer, to preserve the load carrying capacity of the soil, to keep the excavation within the narrowest possible limit to protect any structure or paving adjacent to or close to the trenches, or work of excavation from damages. Bracing shall be so arranged so as not to place any stress on portions of the completed work until the general construction thereof has proceeded far enough to provide the necessary strength as determined by the Engineer.

Any damage to the pipelines or structures occurring through settlement, water or earth pressure, slides, caves or other causes shall be repaired by the Contractor at no cost to the Owner.

The Contractor shall include in the unit prices bid for the various items the cost involved in the shoring, sheathing, bracing and timbering and the maintenance, etc. of the trenches and other excavation during construction. The Contractor shall be held responsible for the protection of all subsurface and above-ground utilities, adjacent structures, buildings, curbs, sidewalks and street pavement from any settlement, destruction, or damage and for the maintenance of same during construction and for any repair, replacement or restoration of same without cost to the Owner, resulting from the installation of the water mains or other structures under this contract from the time of completion for a period of one year thereafter to the satisfaction of the Owner.

The Contractor shall be held responsible for the protection of the foregoing described adjacent structures and he alone shall decide upon the advisability of removing any of the sheathing, shoring, bracing or timbering. The Contractor shall, however, notify the Engineer of the removal of any of the sheathing, shoring, bracing or timbering, but such notification is not to be construed as relieving the Contractor of his obligation and responsibility to adequately safeguard said adjacent structure, nor shall it relieve the Contractor of the liability for claims for damage incidental thereto.

All sheathing and shoring left permanently in the excavation shall be cut out at a point 18" below the ground. There shall be no payment for sheathing or shoring left in place, but the cost of same shall be included in the unit price bid for the various sewer lines.

- J. **Removal of Water** - Maintain and provide at all times during construction ample means and device which shall promptly remove and properly dispose of all water or sewage entering the excavation and structures, until all work to be built therein is completed.

Dispose of the water from the trenches and excavation in a suitable manner, without damage to adjacent property and in no case unless by special permission of the Engineer, shall water be allowed to run through the new pipes. Furnish all necessary machinery, power and labor to pump, bail or otherwise remove any water which may be found or shall accumulate in the trenches or other excavation and shall perform all work necessary to keep them clear of water while the work is under construction.

If the ground water and subsoil conditions along the line of the work are such that the Contractor cannot successfully handle the ditch water and provide a stable, hard trench bottom by ordinary trench pumping and bailing, the Contractor shall furnish and provide the necessary equipment, power and labor to employ the well point method of trench

dewatering without additional compensation. All pipe, joint and concrete must be installed under absolutely dry conditions.

- K. **Backfilling** - The backfilling of the trench will be filled by using properly compacted, common earth material. If sufficient earth cannot be obtained to completely fill the trenches, small pieces of rock may be used under the condition that the space between the walls of the trench and the outside of the pipe to a height one foot above the top of the pipe, be filled with loose, fine earth, free from stone and hand-tamped, and placed in separate layers of not more than one foot in depth and each layer covered with from six to ten inches of earth.

Should excavated material be clay that will not consolidate by ordinary methods of backfilling, it shall be removed from site and replaced with granular material capable of quick compaction.

- L. **Borrow Fill Material** - Should there be insufficient material (only if and where directed by the Engineer) to provide suitable material for backfilling and embankment, the Contractor, if and where directed by the Engineer, shall obtain such material elsewhere, transport it to the work site and deposit it therein as described in these specifications and shown on the drawings. Borrow materials shall be subject to approval of the Engineer. Borrow shall be free of organic inclusions and shall be gravelly sand or sandy gravel, fairly well graded, and shall be designation I-14 conforming to Subsection 901.11 of the Standard Specifications, except as modified by the supplemental requirements below:

1. Containing no rocks or lumps over six inches in greatest dimension.
2. Composed of soil aggregate, or soil aggregate and rock. The portion passing the four inch sieve shall contain not more than fifteen percent (15%) by weight of material passing the number 200 sieve. When composed of soil aggregate and rock, the proportion of soil aggregate shall not be less than that required to fill all the rock voids.

During the backfill procedure, the soil compaction shall conform to not less than the following percentage of the maximum dry density:

1. Structures & Building Areas - 95%
2. Lawns & Unpaved Areas - 90%
3. Pavement, driveways & walkway area - 95%

- M. **Temporary Trench Finish** - In completing work of backfilling the trench, the material shall be carefully placed to conform to the adjacent street surfaces, allowing, however, a slight crown over the trench area to allow for settlement but not sufficient to prevent the use of the street across the trench area by traffic. As settlement occurs, refill and regrade the temporary trench finish with suitable hard material and continue to maintain the surface until such time as the permanent repaving shall be allowed by the Engineer.

Allowance repaving by Engineer shall not relieve Contractor of his responsibility for settlement. The maintenance of trenches shall be continuous by Contractor in such a manner as to keep all streets passable for both pedestrians and vehicular traffic. Cleanup shall be continuous as work progresses. Contractor shall control any dirt or dust by calcium chloride, etc. as necessary and required at Contractor's expense.

- N. **Foundations** - Use every precaution in the excavation for the pipelines, manholes and other structures to protect the natural foundations upon which the work is to be built. Special care must be taken so as not to disturb the finished grade any more than is absolutely necessary. If and where required and directed by the Engineer, support the pipelines by concrete cradle in accordance with the general design and dimensions to be furnished by the Engineer or upon plank foundation.
- O. **Interference with Existing Structure or Utilities** - In excavating or backfilling, care must be taken not to injure any gas, water, sewer, electric or telephone conduits or other pipes, conduits or structures. The locations will be made by the Engineer and in locating, he shall avoid interference with existing utilities as far as possible. Contractor shall, at his expense, sling, shore-up and secure and maintain a continuous flow in utilities and shall repair any damage done to them and shall keep them in repair until final acceptance of completed work, leaving them in as good a condition as when uncovered. Where it is either necessary or advisable to locate existing substructures in advance of or during actual construction of the work, the Contractor shall cooperate with the Engineer and furnish without cost to the Owner such labor and equipment as may be required to locate any existing subsurface utilities or structures. No payment will be made for delays to Contractors due to interference with utilities. The Contractor shall, in advance of construction, obtain all available information as to location of existing underground utilities, service, etc. and will be held responsible for damage done by him to underground structures injured in construction.
- P. **Protection of Street Surfaces** - The Contractor shall carefully plank, or otherwise protect all street surfaces, gutters, curbs, and sidewalks before moving any heavy equipment, machinery, tractor or truck over the same. He will be held fully responsible for all damage of every kind which may be incurred by the various surfaces and the Contractor shall repair or rebuild the surfaces as specified for the various surfaces elsewhere herein the specifications except that no payment will be made by the Owner to the Contractor for repair or rebuilding of the surfaces outside the trench areas. The surfaces repaired shall be equal to or superior to the surfaces damaged.
- Q. **Restoration of Rights-of-Ways, etc.** - Where pipelines are constructed along the rights-of-ways, etc., the same shall be restored to their original condition. Sod, topsoil, flowers and shrubbery, if any, shall be carefully removed and replaced or, if damaged, shall be carefully removed and replaced. Trees shall be protected and suffer no damage. Utility poles shall be adequately braced in accordance with the utilities regulations.
- R. **Detours, etc.** - Contractor shall, where necessary, provide and erect all detour signs and maintain necessary barricades and lights. He shall confer with the local police chief and fire chief before blocking any street.

Contractor shall construct temporary bridges in order to provide access to driveways, etc. when required.

- S. **State Highways** - Contractor shall fully comply with all regulations of the New Jersey Department of Transportation covering street openings when any work within right-of-way lines of any State Highway right-of-ways or property. Permit shall be secured by the Owner.
- T. **County Roads** - Contractor shall investigate and conform with all regulations of County Department having jurisdiction over street opening when performing any work in County

roads. Permits for road opening shall be secured by Contractor and any inspection services required by County shall be paid for by Contractor.

- U. **Railroad Crossings** - Contractor shall fully comply with all regulations of the Railroad Company when performing any work within Railroad right-of-ways. Permits shall be secured by Owner.
- V. **As-Built** - Contractor shall furnish Engineer three (3) copies of location, size length of structures and mains; location of fittings; location of length of house connection. Prior to commencing work, Contractor shall submit for approval to Engineer method to be used for maintaining and indicating the information.

1.04 QUANTITY AND PAYMENT

- A. No separate payment will be made for excavation and/or backfill but the cost shall be included in the various items of the proposal.

END OF SECTION

SECTION 02270

TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES

1.01 GENERAL

- A. This work shall consist of temporary control measures ordered by the Engineer during the life of the contract and as shown on drawings, to control erosion and sediment through use of berms, dikes, dams, sediment basins, inlet filters, fiber mats, netting, gravel, mulches, grasses and other erosion control devices or methods.
- B. The primary objective of this specification is to control soil erosion to the maximum extent practicable commensurate with reasonable and economical construction practices.
- C. The temporary control provisions contained herein shall be coordinated with the permanent erosion control features (grass, pavement and other restorations) specified elsewhere in the contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.
- D. The erosion control measures described herein shall be continued until the construction is complete and final restorations installed.
- E. Wherever construction exposes work which is subject to erosion, the extent of such exposure in advance of the subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.
- F. All materials and methods of construction shall be in accordance with the New Jersey State Standards for Soil Erosion and Sediment Control, latest edition.

2.01 MATERIALS

- A. Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious materials.
- B. Grass shall be a quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover.
- C. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
- D. Requirements for silt fence:
 - 1. Fence posts shall be spaced 8 feet center-to-center or closer. They shall extend at least two feet (2') into the ground. They shall extend two feet (2') above ground.
 - 2. A filter fabric, recommended for such use by the manufacturer, shall be buried at least six inches (6") deep in the ground and then shall extend six inches (6") parallel to grade. The filter fabric shall extend at least two feet (2') above the ground. Filter fabric may be fastened in place by stake or other accepted means as specified by the district office.

3. The barrier shall be constructed so water cannot bypass the barrier around the ends.
4. Inspection shall be frequent and repair or replacement shall be made promptly as needed.
5. The barrier shall be removed when it has served its usefulness so as not to block or impede storm flow or drainage.

E. Other as specified by the Engineer.

3.01 METHODS OF CONSTRUCTION

A. Preconstruction Conference:

At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit for acceptance his schedules for accomplishment of temporary and permanent erosion control work, as are applicable for excavation work, and any other elements of the project which may contribute to ground erosion or siltation. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Engineer.

B. Construction Requirements:

1. The Engineer has the authority to limit the surface area of erodible earth material exposed by excavation and grading operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, water courses, or bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion. Cut slopes shall be temporarily seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
2. The Contractor will be required to incorporate all permanent erosion control features to include the required pavement and grass restorations into the project at the earliest practicable times as outlined in his accepted schedule. Temporary control measures will be used to correct conditions that develop during construction that were not foreseen during the design stages that are needed prior to installation or permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
3. Where erosion is likely to be a problem, excavation and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately; otherwise temporary erosion control measures may be required between successive construction stages.
4. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state or local agencies, the more restrictive laws, rules or regulations shall apply.

5. The Contractor will be responsible for maintaining all soil erosion and sediment control measures in an acceptable manner. All temporary measures shall be removed by the Contractor as directed by the Engineer.

4.01 METHOD OF MEASUREMENT

The various measures installed for soil erosion and sediment control will not be measured for payment.

4.02 BASIS OF PAYMENT

No payment will be made for the various measures installed for soil erosion and sediment control but the cost to perform this work shall be included in the various items of the proposal.

END OF SECTION

SECTION 02510

WATER DISTRIBUTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, superintendence, materials **(with the exception of materials to be supplied by MMUA as noted below)**, tools, transportation, plant equipment and all means of construction necessary and reasonably incidental to the complete and full replacement of potable water main piping and associated appurtenances as authorized and directed by the Owner or Owner's designated representative under this Contract and as specified herein.
- B. All materials and labor obviously a part of the work, and as necessary for proper installation and/or operation of same, although not specifically indicated in the Contract Documents and/or in the specifications shall be provided by the Contractor as if called in detail without additional cost to the Owner.
- C. All materials installed will be inspected by the Owner/Engineer. All material that fails to pass inspection shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Owner. Inspection shall then be repeated until satisfactory results are achieved.
- D. Disruption of existing water service shall be kept to a minimum. Water service to households and fire hydrants shall be maintained until new water main is tested and disinfected in accordance with these specifications.
- E. The MMUA will provide the following materials to be utilized in the "Water Main Replacement along Sicklerville Road" project, at no cost:
- 1,600 LF of 12" CLDIP with gaskets
 - 16 Units of 1" meter pits
 - 1 Unit of 2" meter pit
 - 4 Units of 12" MJ gate valves
 - 3 Units of 6" MJ gate valves

Materials not listed above shall be procured by the Contractor for use to complete the project and the cost of those materials shall be incorporated into the various items of the proposal. Proof of purchase of the MMUA procured materials will be provided upon request.

- F. Abandonment of old water services (main side) shall include the crimping of the copper tubing following the connection of the new water service to the existing water service (house side). The main side service piping shall be abandoned in place.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe and Fittings

Pipe material to be used in construction of water mains shall be cement lined ductile iron pipe.

Ductile iron pipe, appurtenances, and fittings shall comply with ANSI/AWWA C110/21.10 (fittings), C111/A21.11 (gasket joints), C115/A21.15 (flanged joints), and C151/A21.51 (pipe). Thickness shall be designed in accordance with ANSI/AWWA C150/21.50.

Water mains shall be ductile iron, minimum class 52, cement lined, push on Tyton "0" ring gaskets or mechanical joint, conforming to AWWA C-151, AWWA C-104, and AWWA C-111. Pipe push on Tyton "0" ring gaskets or mechanical joint in compliance with ASTM 3139.

Ductile Iron cement lined pipe shall conform to the requirements of the ANSI specification A21.51 as amended and revised to date. "Tyton" joints shall conform to the ANSI specification A21.11 as amended and revised to date.

The exterior of the ductile iron pipe shall be cover with an asphaltic, epoxy-type coating. In aggressive soils, the outside of all pipe and fittings shall be wrapped in Polyethylene encasement for corrosion protection and the inside of the pipe shall be lined with cement and bituminous seal in accordance with the American Standard Specifications for cement mortar lining for cast iron pipe fittings, ANSI A21.4 (AWWA C-104).

Fittings shall be cast or ductile iron cement lined mechanical joint with Meg-a-Lug retaining flanges or approved equal.

Polyethylene (HDPE) water pipe, appurtenances and fittings shall comply with AWWA C901/C906, ASTM D2239, ASTM D2737, ASTM D3035, ASTM F714, and ASNI/NSF 14/61. All pipe, appurtenances and fittings shall be rated for 200 PSI (SDR 9 for pipe). HDPE pipe shall be iron pipe size (IPS). Inserts shall be provided and utilized for compression connections.

B. Valves

Gate Valves

Gates valves shall be AWWA resilient seated non-rising stem type with valve box, Mueller Company or equal, conforming to the latest AWWA Standard for Gate Valves - 3 in. through 48 in. - for Water and Other Liquids, AWWA Designation C-509. Sizes up to and including 12" shall be 200 p.s.i. working pressure; 16" shall be 150 p.s.i. working pressure. The valves must have "0" ring seals, inside screw and parallel seats and be so constructed that they will give an unobstructed passage of at least the full pipe area. They shall be perfectly tight when closed. The ends of the valves shall correspond in type and dimension with those of the pipe. All valves shall be arranged to open in counter clockwise direction unless otherwise indicated on the drawings and operating nuts shall be

2" square. The direction of opening shall be marked on the nut by an arrow and the word "OPEN". The valves shall be tested to a pressure of not less than 400 lbs. per square inch. All buried valves shall be furnished with standard weight cast iron valve boxes. Boxes shall be cast iron of the Mueller Company Sliding type or equal with round or oval base and deep cover to prevent tipping and shall be suitably marked with the word "WATER". Sections shall not be less than 5-1/4" in diameter. Lengths shall be suitable for locations intended. Valve boxes shall be complete with covers and both valve box and cover shall be of ample strength and dimension to fully sustain the shocks of heavy vehicular traffic and to maintain the upper section and cover at proper grade under heavy vehicular traffic. Two, 2" square nut operating wrenches of suitable lengths shall be provided.

Valves shall be Mueller 2360 Series as manufactured by the Mueller Company, or approved equal. Thin walled or reduced wall valves will not be deemed an equal. A valve shall be installed on each side of a tee or cross fitting.

Valves shall be supported with concrete block and installed with retaining flanges.

Curb Stop

Curb stop valves shall be Mueller Mark II Oriseal curb valves, or approved equal. Compression connections shall be utilized.

C. Fire Hydrant

All new fire hydrant installations serving the Monroe Municipal Utilities Authority system shall be fed from an eight (8") water line, unless noted on the Contract Drawings.

The height of the nozzle of any fire hydrant shall be a minimum of eighteen (18) inches and no more than twenty-four (24) inches from grade level to the center of the steamer cap.

Hydrants shall be cast or ductile iron bronze mounted, compression type with 5-1/4" valve opening, six (6") inch inlet connection styled to accomplish approved joint assembly with a six (6") inch branch, two (2) 2-1/2" National Standard Fire Thread (NSFT) and one (1) 4-1/2" NSFT steamer (pumper) connection. Operating nut shall be a pentagon shaped National Standards details. Stuffing box shall incorporate "O" Ring Seals, asphaltum coating exterior below ground line, two (2) finishing coats of paint on above ground line exterior, with the final coat to be color as directed by the Engineer. Hydrant shall have breakable flange and stem coupling and be suitable for a working pressure of 150 psi. A minimum two feet by two feet by four inch (2' x 2' x 4") concrete pad must be installed at base of each fire hydrant to ensure breakaway. If placed between curb and sidewalk, pad shall extend between curb and sidewalk. Hydrant must be thrust blocked and installed with retaining flanges. Bleeder holes of fire hydrant must be covered with four (4) cubic feet of 3/4" crushed stone to provide drainage.

Hydrants shall be of a suitable length for a trench five (5') feet deep, measured from the surface of the ground to the bottom of the connecting pipe.

Hydrants shall be equipped with a two (2) piece outer casing which will permit its extension without excavating in case of future grade changes. The casing shall have a free vertical travel of not less than four (4") inches.

Fire hydrants shall be Mueller Supercenturion Model #250 A423, or A-421, or approved equal. Furthermore, the hydrant type shall be the same as now in use by the Authority.

Hydrants must be covered with a burlap bag until system has been approved.

Fire hydrants shall be painted in accordance with the following schedule:

12" and larger water main – MAB Precaution Blue #0745018

8" – MAB Safety Green #0746321

6" – MAB Autumn Orange #0743391

Base of hydrant shall painted with MAB Caution Yellow #0743261

D. Water Services

1. Type "K" copper, or Mueller Corporation type, underground type shall be used up to and including one inch (1") in diameter. For 1 ½" to 2" services, copper or copper sized black poly pipe with S.S. inserts with Mueller compression fittings to be used.
2. For services over two inches (2"), ductile iron cement lined pipe class 52 shall be used.
3. Service from the water main to the curb stop, and the property, shall be one piece and be laid in a straight line at right angles to the curb line (when technically and practically feasible), within the building limits of the structure to be served, and shall be at least four feet (4') below the surface of the ground, when final grading has been computed. The minimum separation between the service and sanitary sewer shall be five feet (5') minimum at the shutoff/cleanout location. The lot width shall be designed accordingly to accommodate this separation as well as three feet (3') from property line and driveway width.
4. No water service line shall be laid in same trench with gas pipe, sanitary sewer lateral, or any other facility or any public service company, nor within three (3') feet of any open excavation, vault, cesspool or septic tank; nor shall the location be in conflict with any sidewalk or driveway or be subject to vehicular traffic.
5. All services must be tapped at water main Mueller Corporation Type H 15008 (¾" through 2") or approved equal. Taps must be located at 10:00 or 2:00. All connections shall be of the compression type.
6. The water main shall be pressure tested after installation of water services.
7. All fittings must be Mueller or Mueller Compression type.

E. Thrust Blocks

1. All bends in the water main must have 4,000 psi concrete thrust blocks.
2. Concrete must be cured for at least seven (7) days prior to the water main being filled and pressurized.
3. Where concrete thrust blocks have been cast with high early strength concrete, the water main can be filled after thirty six (36) hours.

F. Wet Taps, Tapping Sleeves & Valves

All wet taps must be installed with mechanical joint tapping sleeves manufactured by Mueller H-304, or approved equal.

Contractor must have wet tap sleeve approved by the Authority's Engineer 48 hours prior to construction. Shop drawing shall be submitted for approval.

Tapping sleeves shall be extra heavy pattern of the sizes suitable for use on the pipe on which the respective sleeve is to be installed and for use with the tapping valves. They shall be designed for a working pressure of 200 p.s.i. and the same manufacturer as the tapping valves.

G. Pipe Crossing

1. Where water main crosses with any storm sewer, sanitary sewer, or force main, there must be eighteen inches (18") of clearance between lines. In no case can the pipe have less than twelve inches (12") of clearance. However, where less than 18" of vertical clearance is provided the water main shall be constructed with flange pipe and tie-rodged for a distance of not less than 10' in each direction of the crossing and Meg-A-Lug restraints shall be used to connect to proposed water main piping.

H. Broken Stone

1. Unless otherwise approved by the Owner, broken stone shall be installed as bedding for all piping, valves and hydrants. Broken stone shall be nominal ¾" size and shall be installed a minimum of 6" thick under ductile iron piping.

I. Backfill Material

1. Material for backfill may consist of run of the bank sand and gravel containing not more than two percent (2%) elutriable clay.

J. Road Material

1. Stone and Gravel

Stone for base course shall conform to New Jersey Department of Transportation Standards for Broken Stone and be of the size known commercially as 1-½" Quarry Blend, of which 100% shall pass a 2-¼" screen with round openings. Not less than 20% nor more than 30% shall pass a #4 sieve, and not more than 10% shall pass #200 sieve.

Gravel for base course shall be placed at the grade and contour shown on the drawings. Gravel shall be Type 2, Class A or Class B.

2. Bituminous Concrete

For temporary surfacing, the commercial mixtures of Bituminous Concrete known as Cold Patch may be used. The final surfacing shall be done with bituminous concrete Type FABC, mixed in accordance with applicable Standards of the New Jersey Department of Transportation and as shown on the Roadway Construction Plans contained in the Contract Documents.

3. Concrete

Concrete for gutter, curb, sidewalk, and drives shall have a 28 day strength of 4,500 psi, shall match the color of the existing concrete as nearly as possible and shall be finished so that the surface texture matches the original.

K. Retaining Flanges

1. All fittings, bends, valves, fire hydrants, and sleeves must be installed with Meg-a-Lug or approved equal retaining flanges.

L. Miscellaneous

1. Bell type repair clamps are not permitted to repair leaks. A solid sleeve must be installed.
2. Where new C.L.D.I.P. is joined with asbestos cement pipe, a HYMAX coupler as manufactured by Mueller, or approved equal, transition coupling must be installed.
3. Insertion valves and line stops shall be performed using the Hydra-Stop and Insta-Valve systems by ADS, LLC, or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION – GENERAL

- A. All materials shall be installed in accordance with the Construction Documents and per manufacturer's instructions and recommendations.
- B. All work shall be completed by workmen skilled in their trade.

3.2 CONSTRUCTION

A. Piling of Materials

All materials shall be neatly piled, and the excavated material shall be banked on one side of the trench and stabilized to leave a clear footway of two feet between the bank and the trench to create as little inconvenience to owners of neighboring properties and to the public as possible. Gutters, driveways and street crossings

must be kept clear, except when the latter are unavoidably obstructed by the open trench.

B. Precautions

All excavations, embankments, materials, rubbish and heaps of other obstacles incident to the work must be enclosed with barricades and well-lit to prevent accidents. Special precautions must be taken to secure buildings and property near the excavation. All ordinances relating to such precautions and the safeguards must be faithfully observed by the Contractor, as he shall be held personally amenable for any disregard or violation of them by his employees or agent.

C. Pipe Bedding and Trenching

The minimum depth of cover shall be four feet (4') from the top of the pipe to the finished grade.

The trench shall be dug to the required depth and alignment shown on the plans. The trench shall be braced and drained when necessary so that workmen may work therein safely and efficiently.

The trench width at the ground surface may vary with and depend upon its depth and the nature of the ground encountered. Unless otherwise authorized by the Engineer in writing, the trench width shall be ample to permit proper installation of the pipe or accessories and proper placing and compacting of backfill. Unless otherwise authorized by the Engineer, the minimum clear width of sheeted or un-sheeted trench shall be 18 inches (18") or one foot greater than the outside diameter of the barrel of the pipe, whichever is greater, and maximum width of trench at the top of the pipe shall not be greater than the outside diameter of the barrel of the pipe plus two feet.

In cases where use of special equipment designed to cut narrow trenches is permitted in writing by the Engineer, precaution shall be exercised to insure bearing for the full length of the barrel of the pipe.

The trench, unless otherwise specified, shall have a flat bottom conforming to the grade to which the pipe is to be laid. The pipe shall be laid upon sound soil cut true and even, so that the barrel of the pipe will have a bearing for its full length. When any part of the trench is excavated below grade by the Contractor's inadvertence or where, in the opinion of the Engineer, the use of a machine excavator has rendered unfit an otherwise suitable bottom, the trench shall be corrected with approved material, thoroughly compacted. When the bottom material uncovered at sub-grade is soft and in the opinion of the Engineer, cannot support the pipe, further depth and/or width shall be excavated and refilled to pipe foundation grade as required.

Ledge rock, boulders and large stones shall be removed to provide a clearance of at least six inches below all parts of the pipe, valves or fittings. Excavations below grade in rock or in boulders shall be refilled to grade with chocked stone no larger than one inch in size, thoroughly compacted to provide support for the pipe.

Wherever necessary to prevent caving, the trench shall be adequately sheeted and braced. The sheeting shall remain in place until the pipe has been laid and the earth around it compacted to a minimum depth of two feet (2') over the top of the pipe.

All pipe and accessories shall be carefully lowered into the trench pieces by piece in such a manner as to prevent damage. Under no circumstances shall the pipe and accessories be dropped or dumped into the trench.

Every precaution shall be taken to prevent foreign material from entering the pipe. During laying operations no debris, tools, clothing or other material shall be placed in the pipe.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means satisfactory to Engineer.

Whenever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane, the amount of deflection in each joint shall not exceed four degrees.

Where groundwater is encountered, a six inch (6") thick $\frac{3}{4}$ " clean crushed stone bed must be provided.

D. Setting Fittings

Reaction or thrust backing shall be placed at bends and tees, and where changes in pipe diameter occur at reducer or in fittings. The size and shape of concrete thrust backing shall be as indicated on the appended detail sheet.

Reaction or thrust backing shall be placed at plugs and caps unless another method of restraint shall be directed by the Engineer.

Reaction or thrust backing shall be or a concrete mix not leaner than 1 cement, 2- $\frac{1}{2}$ sand, 5 stone, having compressive strength of not less than 4,000 psi at 28 days when using standard cement. Backing shall be placed between solid ground and the fitting. The backing shall be placed so that the pipe and fitting joints will be accessible for repair unless otherwise directed by the Engineer.

Valve boxes shall be firmly supported and maintained centered and plumb over the operating nut or the valve, with box cover flush with the surface of the finished pavement or at such other level as may be directed by the Engineer.

Hydrants shall be placed in locations designated on the drawings. When placed behind curbs the hydrant shall be set so that no portion of the hydrant on the street side is less than six inches (6") or more than twelve inches (12") from the vertical faces of the curb, unless otherwise directed by the Engineer.

Whenever directed by the Engineer, a drainage pit two feet (2') in diameter and two feet (2') deep shall be excavated below each hydrant. The pit shall be filled compactly with coarse gravel or broken stone mixed with coarse sand, under and around the base of the hydrant to a level six inches (6") above the waste opening. No hydrant drainage pit shall be connected to a sewer.

A reaction or thrust backing shall be provided at the base of each hydrant and shall be provided at the base of each hydrant and shall not obstruct the drainage outlet of the hydrant, or the base of the hydrant shall be tied to the pipe line as directed by the Engineer.

E. Inspection of Water System

All construction of water systems shall be under the jurisdiction of the Owner's Engineer either directly or through inspectors under his supervision. He shall enforce compliance with the approved plans and specifications. He shall have the authority to stop work in the event of non-compliance.

The Contractor shall give 48 hours notice to the Owner prior to construction of water systems at all times during the construction period for the project. Should any water construction be performed wherein a qualified inspector is absent due to the Contractor's failure to provide the proper notification, the Owner may require said work to be uncovered at the Contractor's expense. Failure to do so may result in non-acceptance of the work.

F. Testing of Completed Water System

1. Pressure & Leakage Test

All pipe lines shall be pressure and leakage tested prior to construction of permanent pavement repair, a minimum of seven days after the last concrete thrust block has been cast if constructed with normal Portland cement. All materials and equipment required for testing shall be supplied by the Contractor. Pressure tests shall be performed after the placement of backfill and asphalt base course.

Hydrostatic testing of ductile iron pipe shall conform to AWWA Standard C-600 Section 13.

The pressure test shall be performed by increasing the hydrostatic pressure to 150 psi and maintaining the pressure for a period of one (1) hour. Any pipe, fittings, or valves found defective shall be replaced. Prior to performing the test, all air pockets and bubbles must be eliminated.

The leakage test shall be performed after the pressure test has been satisfactorily completed and shall be accomplished by increasing the hydrostatic pressure to a specified value and maintaining that pressure for a period of one (1) hour. Leakage is the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof to maintain the specified leakage test pressure after the air in the pipeline has been expelled. The hydrostatic pressure for the leakage test shall be 150 psi. The leakage from each portion of the pipeline being tested shall not exceed 25 gallons per inch of internal diameter per mile of pipe per day for ductile iron or polyvinyl chloride pipe. If any test of pipe laid discloses a greater leakage than specified, the Contractor shall, at his own expense, located repair the defective joints until the leakage within the specified allowance.

2. Bacteria Test

After flushing has been completed and the free chlorine residual is not greater than 0.5 PPM, a bacteriological sample shall be taken in accordance with the New Jersey Department of Environmental Protection Agency, Potable Water Standards, Bulletin PW-10, December 1970.

Copies of the analysis must be sent to the Engineer and Owner directly from a New Jersey DEP certified laboratory.

G. Disinfection

All pipelines shall be disinfected in conformance with AWWA Standard C-651 for disinfection of water mains prior to being put into service. Hypochlorite and liquid for use in disinfection shall conform to AWWA Standards B-300 and B-301, respectively.

All pipelines shall be thoroughly flushed before introduction of chlorinating materials which shall be done in an approved manner. The amount of chlorine shall be such as to provide a dosage of not less than 50 parts per million. The chlorinated water shall be retained in the main for at least 24 hours during which time all hydrants and valves in the section treated shall contain no less than 25 parts per million chlorine throughout the length of the main. The heavily chlorinated water shall be operated through valves and hydrants in order for them to be disinfected. At the end of the 24-hour period, the treated water shall then be flushed from the main until the chlorine concentration in the water leaving the main is no higher than generally prevailing in the system. The Contractor shall then have samples taken by an approved testing laboratory and bacteriological analysis made. Should the initial treatment prove ineffective, disinfection shall be repeated until satisfactory samples have been obtained.

H. Pressure Grout for Existing Water Main

All existing water main piping to be abandoned shall be completely filled with a cement grout mixture via pressure grouting or an alternate approved method. A shop drawing shall be submitted to the Engineer outlining the methodology of grouting as well as identifying the type of cement grout to be used to fill the pipe.

I. Backfill and Clean Up

Selected backfill material approved by the Engineer, unfrozen and free from rock, large stones, boulders or other unsuitable substances, shall be deposited in the trench uniformly on both sides of the pipe for the full width of the trench. This backfill material shall be tamped in four inch (4") layers and shall be sufficiently damp to permit thorough compaction under and on each side of the pipe to provide support free from voids to a cover of twelve inches (12") over the barrel of the pipe. After the pipe barrel has a twelve inch (12") cover fully compacted, the backfill shall be placed in layers not exceeding eight inches (8") until the entire trench is backfilled. No layer shall be placed until the prior layer is thoroughly and fully compacted. It shall be noted that 15:1 dry mix or flowable fill is required to be utilized as backfill, on top of the initial twelve inch (12") backfill over the top of the pipe barrel, as shown on the Contract Drawings for areas within the actual County roadway.

The Contractor shall restore and/or replace paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures to a condition equal to that before the work began to the satisfaction of the Engineer.

In paved streets or roads, the edges of the paved areas to be excavated shall be cut vertically with an approved cutting tool prior to the excavation of the trench. At the end of each work day temporary paving shall be installed on all trenches excavated during the day in all residential, commercial and industrial areas, as well as any main thoroughfares, as required by governmental regulations, as necessary to protect persons and property and to the satisfaction of the Engineer.

All existing lawn areas shall be restored with sod unless otherwise specified by the Engineer.

Tools, temporary structures, and rubbish shall be removed by the Contractor and the construction site shall be left clean to the satisfaction of the Engineer. Any excess dirt shall be swept up and removed from the developed areas, and the construction site shall be left with a neat and clean appearance to the satisfaction of the Engineer.

PART 4 – MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Cut, Pressure Grout, and Cap Existing Water Main of the various diameters to be abandoned shall be measured by the linear foot. Excavation, Backfill, Removal of existing sections of water main, pressure relief drill holes, Cement Grout used to fill existing water main piping, removal of valve boxes, and Trench Restoration shall not be measured but shall be included in the various items of the proposal.
- B. Installation of Cement Lined Ductile Iron Pipe (CLDIP) of the various diameters shall be measured by the linear foot. Excavation, Backfill, Trench Restoration, and Maintenance of Water Service to Existing Connections, shall not be measured for payment but shall be included in the various items of the proposal. The material cost of CLDIP beyond the quantity provided by MMUA shall be included in the pay item, CLDIP of the various diameters.
- C. Cement Lined Ductile Iron Pipe (CLDIP) of the various diameters shall be measured by the linear foot. This item is for the supply of pipe beyond the quantity of pipe to be provided by MMUA. The cost of this pay item is for the supply of pipe only and shall not be included in the cost of the pay item for the Installation of CLDIP of the various diameters.
- D. Installation of Gates Valves of the various diameters shall be measured by the unit. Excavation, Backfill, Trench Restoration, and the provision and installation of valve boxes, shall not be measured for payment but shall be included in the various items of the proposal. It shall be noted the MMUA is providing gate valves of the various diameters for the "Water Main Replacement along Sicklerville Road" project at no cost.

- E. Pipe Tees of the various diameters shall be measured by the unit. Concrete Thrust Blocks shall not be measured for payment but shall be included in the various items of the proposal.
- F. Pipe Bends of the various diameters shall be measured by the unit. Concrete Thrust Blocks shall not be measured for payment but shall be included in the various items of the proposal.
- G. Pipe Reducers of the various diameters shall be measured by the unit. Concrete Thrust Blocks shall not be measured for payment but shall be included in the various items of the proposal.
- H. Wet Tap, Complete, of the various diameters shall be measured by the unit. Excavation, Backfill, Trench Restoration, the Tapping Sleeve, Tapping Valve, and spool pieces of CLDIP will not be measured for payment but shall be included in the various items of the proposal.
- I. Remove Existing Valve Boxes shall be measured by the unit. Additional backfill, compaction, and asphalt paving shall not be measured for payment but shall be included in the various items of the proposal.
- J. Fire Hydrant Assembly, Complete shall be measured by the unit. The fire hydrant assembly shall consist of the fire hydrant, CLDIP spool pieces, fittings, gate valve, and concrete thrust blocks as required, and all else necessary and incidental to providing a working fire hydrant.
- K. 1" Water Service Connection, Complete from the curb strip to the new main shall be measured by the unit. Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, New Curb Stop Valve, Reconnection of Existing Water Service Piping to Curb Stop Valve, Buffalo Style Valve Box, New 1" Copper Water Service Piping, and 1" Corporation Valve & Connection to New Water Main shall not be measured for payment but shall be included in the various items of the proposal. The installation of meter pits shall be included in the pay item Water Service Connection, Complete. The material cost of meter pits beyond the quantity provided by MMUA shall be included in the pay item, Meter Pit.
- L. Meter Pit shall be measured by the unit. This item is for the supply of meter pits beyond the quantity of meter pits to be provided by MMUA. The cost of this pay item is for the supply of meter pits only and shall not be included in the cost of the pay item for the Water Service Connection, Complete.
- M. 2" Water Service Reduction, Complete, shall be measured by the unit. Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, replacement of concrete sidewalk, replacement of concrete curb, new 12" x 4" reducer, spool of 4" CLDIP, new 4" tapped cap, 2" threaded compression adapter, spool of 2" polyethylene pipe, new 2" curb stop valve, and valve box shall not be measured but shall be included in the various items of the proposal.
- N. 2" Polyethylene Water Service shall be measured by the linear foot (LF). Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, replacement of concrete sidewalk, replacement of concrete curb, replacement of asphalt (parking lot) pavement, shall not be measured but shall be included in the various items of the proposal.

- O. 2" Blow-Off Assembly, Complete, shall be measured by the unit. Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, the provision and installation of valve boxes, new 2" curb stop valve, New 2" Copper Water Service Piping, new 2" stainless steel threaded (top and /or bottom) pipe, fittings, shall not be measured but shall be included in the various items of the proposal.
- P. Side Street Tie-In, Complete, shall be measured by the unit. Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, de-energizing of the existing six inch (6") water main, chlorination / disinfection of the new and existing six inch (6") water main, testing, transition coupling, spool of 6" CLDIP, shall not be measured but shall be included in the pay item "Side Street Tie-In, Complete."
- Q. Watermain Offset, shall be measured by the unit. Excavation, Backfill, Trench Restoration, Topsoiling and Seeding, spool pieces of CLDIP, meg-a-lug mechanical joint restraints, tie rods, bends / fittings, thrust blocks, shall not be measured but shall be included in the pay item "Watermain Offset."
- R. Pressure Test, Leakage Test and Bacteria Test shall not be measured but shall be included in the various items of the proposal.
- S. Disinfection of the pipelines shall not be measured but shall be included in the various items of the proposal.
- T. Backfill, Trench Restoration, and Cleanup shall not be measured but shall be included in the various items of the proposal. The use of 15:1 dry mix or flowable fill in trench restoration as shown on the Contract Drawings will not be measured for payment and the cost shall be included in the various items of proposal.
- U. Maintenance of Water Service to Existing Connections shall not be measured but shall be included in the various items of the proposal.

4.2 BASIS OF PAYMENT

A. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Cut, Pressure Grout, and Cap Existing Water Main	Linear Foot
Installation of 8" CLDIP	Linear Foot
Installation of 12" CLDIP	Linear Foot
8" CLDIP	Linear Foot
12" CLDIP	Linear Foot
6" Gate Valve	Unit
12" Gate Valve	Unit
22.5° Bend	Unit
45° Bend	Unit
12" x 12" Tee Fitting	Unit
12" x 6" Tee Fitting	Unit
8" x 12" Large End Bell Reducer	Unit
8" Wet Tap, Complete	Unit
12" x 8" Reducer	Unit
12" End Cap	Unit

12" Wet Tap Connection with Tapping Sleeve and Valve	Unit
2" Blow-Off Assembly, Complete	Unit
Fire Hydrant Assembly, Complete	Unit
1" Water Service Connection, Complete	Unit
Watermain Offset	Unit

END OF SECTION

**SUPPLEMENT SPECIFICATIONS
FOR THE**

**WATER MAIN REPLACEMENT
ALONG
SICKLERVILLE ROAD**

From Gordon Avenue to Radix Road

**MONROE MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF MONROE
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY**

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

Pages 1 to 28 inclusive.

THE FOLLOWING IS ADDED:

Any reference to R.E. in the following document is to be construed as the Authority Engineer or his staff members, inspectors or supervisors.

Any reference to the Department is to be construed as the Monroe Municipal Utilities Authority (MMUA)

BASELINE DOCUMENT CHANGES

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus, a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2019 specs that are not covered in this document:

<http://www.state.nj.us/transportation/eng/documents/BDC/>

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.)

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction, the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

THE FOLLOWING IS ADDED:

GENERAL

All Awards shall be made subject to the approval of the Borough of National Park and the New Jersey Department of Transportation. No construction shall start before approval of said Award by the Borough of National Park and the New Jersey Department of Transportation. Prior to the start of construction, the Contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from non-approved New Jersey Department of Transportation source will be considered non-participating. The Contractor is also notified that the District Office, Bureau of Local Highway Design and the Borough of National Park must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction. All inquiries regarding State involvement in the project may be directed to:

Wayne Roorda, Jr., P.E., P.P., C.M.E.
Bryson & Yates Consulting Engineers, LLC
307 Greentree Road
Sewell, New Jersey 08080

Payment for a pay item in the Proposal includes all the compensation that will be made for the work of that item as described in the Contract Documents unless the "Basis of Payment" Clause provides that certain work essential to that item will be paid for under another pay item. If and where directed pay items will only be paid for by the Owner if authorized as a result of field directive work orders.

101.01 INTRODUCTION

THE FOLLOWING IS ADDED

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

THE FOLLOWING IS OMITTED:

101.04 INQUIRIES REGARDING THE PROJECT

THE FOLLOWING IS ADDED:

1. **Before Award of Contract.** Inquiries regarding the various types of work of this contract should be directed to the following representative of the Borough Engineer's Office having offices at Bryson & Yates Consulting Engineers, LLC, 307 Greentree Road, Sewell, New Jersey 08080:

Wayne Roorda, Jr., P.E., C.M.E.
Telephone: (856) 589-1400

2. **After Award of Contract.**

Supervision and Inspection of on-site features of the Contract will be assigned to the following representative of the Borough Engineer's Office having offices at Bryson & Yates Consulting Engineers, LLC, 307 Greentree Road, Sewell, New Jersey 08080:

Wayne Roorda, Jr., P.E., C.M.E.
Telephone: (856) 589-1400

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than \$5,000,000 shall be prequalified by the New Jersey Department of Transportation.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Wayne Roorda, Jr., P.E., C.M.E.

Email Address: wooroda@brysonyates.com

Mailing Address: 307 Greentree Road, Sewell, NJ 08080

102.07 PREPARATION OF THE BID

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION

102.08 BALANCED BIDS

THE FOLLOWING IS ADDED:

Reasonable minimum unit prices may be established for indeterminate or discretionary items, where applicable, in order to discourage or prevent an unbalanced bid. Indeterminate items are those items which may be anticipated and for which quantities cannot be determined. Discretionary items are types of work and or material which cannot be accurately measured or ascertained, in terms of quantity or need, in advance of the work actually being performed. The term "discretionary" is used because the final determination of need must be made by the Engineer on the site while the work is being performed. The quantities appearing in the Bid Schedule are presented for the purpose of obtaining a representative bid price, for the comparison of bids but are not intended to indicate anticipated quantities which will actually be incorporated into the Project. The items and reasonable minimum unit prices established in Section III may or may not be incorporated into the Project and, if incorporated, may be many times the estimated quantity or only a fraction thereof.

In no event will the Borough consider any claim for additional compensation arising from the bid on an item, or group of items, inaccurately reflecting a disproportionate share of the bidder's anticipated profit, overhead, and other costs.

102.10 SUBMISSION OF BIDS

THE FIRST PARAGRAPH OF THIS SECTION HAS BEEN CHANGED TO:

Each Proposal should be submitted in a sealed envelope provided by the Bidder; and shall bear on the outside the name and address of the Bidder as well as the designation of the project and the date and time of the bid opening. The Proposal shall be mailed or hand-carried to the Owner at the address and in care of the official in whose office the bids are to be received. Proposals must be received prior to the time and at the place specified in the advertisement. Proposals received after the time for opening of bids will be returned to the Bidder unopened. Proposals received in unsealed envelopes or without the Bidder's name on the outside thereof will not be considered.

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder 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 the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

102.11 WITHDRAWAL OF BIDS

THE FOLLOWING IS ADDED:

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the Owner/Contracting Entity. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Owner/Contracting Entity may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

102.13 CONSIDERATION OF BIDS

PART C IS CHANGED TO:

C. All Projects. Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at www.nj.gov/njbgs.
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:0-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

THE FOLLOWING IS ADDED IN PART C:

3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

THE FOLLOWING IS ADDED IN PART C:

4. On the "Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

102.14 IRREGULAR BIDS

THE FOLLOWING IS ADDED:

Proposals will be considered irregular and may be rejected for the following reasons:

1. If the Proposal is on a form other than that furnished by the Owner; or, if the form is altered or any part thereof is detached or incomplete.
2. If the Proposal is not properly signed.
3. If the bid is not typed or in ink.
4. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
5. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This prohibition does not exclude a reservation limiting the maximum gross amount of awards acceptable to any one bidder at any one bid letting. However, the selection of which contract or contracts are to be awarded to such bidder within the maximum gross amount reserved shall be made by the Owner in his sole discretion.
6. If the bidder makes an alteration of the "Unit Prices" or "Amounts" that have been included by the Owner, unless otherwise directed by Addendum received prior to receipt of bids.
7. Subject to Subsection 102.07, if the Proposal does not contain a unit price for each Pay Item listed or a total contract price. In the case of authorized alternate Pay Items unit prices must appear for such Pay Item except where the Proposal or Supplementary Specifications specifically states that the bidder need not provide a unit price for each authorized alternate Pay Item.
8. If the Proposal is not accompanied by Consent of Surety, Bidder Qualification Form, or any other forms included as part of the Contract Documents.
9. If acknowledgments of letters and other notices to prospective bidders, giving revisions of or amendments to the Contract Documents, have not been received as prescribed in Subsection 102.10.

10. If the Owner, in his sole discretion, deems it advisable to do so in his best interest.

102.15 DISQUALIFICATION OF BIDDERS

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.
4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.
5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.
6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.
7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.
8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.
12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

THE FOLLOWING IS ADDED:

103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in 103.05.
2. Performance bond and payment bond as specified in 151.03.01.
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in 102.01 for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq.*

103.05 ESCROW AND BID DOCUMENTS

REVISE SECTION 103.05.A TO THE FOLLOWING:

- A. Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor’s bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

THE FOLLOWING SUBSECTION IS ADDED:

103.08 MAINTENANCE BOND

Guaranty Against Defective Work

Before final or semifinal payment is made, the contractor shall furnish a surety corporation bond to the owner in a sum equal to one hundred (100%) percent of the contract price. The bond and the surety corporation shall be satisfactory to the owner. The bond shall remain in full force and effect for a period of two (2) years from the date of acceptance of the project by the owner and shall provide that the contractor guarantees to replace for said period of two years and all work performed and all materials and equipment furnished that were not performed for furnished according to the terms and performance requirements of the contract, and make good the defects thereof which have become apparent before the expiration of the said period of two (2) years. In addition, the contractor shall be responsible and liable to the owner for any defects in the work or material supplies in accordance with the applicable State statute.

If, in the judgment of the Engineer, any part of the project need be replaced, repaired or made good during the specified guaranty period, for the reasons stated above, he will notify the contractor in writing. If the contractor refuses or neglects to start such work within 5 days from the date of service of such notice or at such other time as the engineer may direct, or if he fails to complete such work within the time prescribed by the engineer, then the owner will have the work done by others and the cost thereof shall be paid by the contractor or his Surety. Before the Surety is released from its bond, the engineer shall certify in writing that the foregoing obligations have been duly performed.

SECTION 104 – SCOPE OF WORK

104.01 INTENT

THE FOLLOWING IS ADDED:

This project will consist of:

- Mobilize, provide all required materials, install, and restore and test all new pipe, within thirty (30)-calendar days from NTP.
- Delivery of materials is included in the 30-calendar day schedule.
- NTP shall be issued within 14-days after formal AWARD of CONTRACT.
- Submit shop drawings at pre-con meeting, and be prepared to order all materials within 2-days after receiving approved submittals. OWNER will review and release submittals within three (3) days to expedite work.
- Set up and maintain traffic control; allow residents to gain access to homes after work hours.
- Must allow EMS vehicles to pass thru at all times in event of emergency.
- ONLY open up enough trench that may be done in one day.
- DO NOT leave any trenches open at end of work day.
- All work zones MUST be protected with 48-inch safety fence to prohibit pedestrians from entering, day or night.
- Perform work delineated on the Contract Drawings.
- Maintain flows to all residences and fire hydrants at all times.
- Within unit price for piping and 1-inch services, provide labor equipment and materials to restore the trench with HMA as noted on plans, up to existing finished grades; along all mains and water services and along any faces of curbs removed as a consequence of doing job. Also include in the unit price the furnishing and install of new 1-inch Curb Stops and Riser Boxes, and the connection of the old ¾” copper lines from each house, and charging.
- Only remove curbs if needed. Attempt to burrow under, if NOT, then remove and replace a 10-ft minimum section.
- Face forming of new curb is acceptable if the road does not crack.
- GLOUCESTER COUNTY will return in the Summer 2026, to mill entire surface and resurface road with top coat.

SECTION 108 – PROSECUTION AND COMPLETION

108.02 COMMENCEMENT OF WORK

THE FOLLOWING IS ADDED:

The contractor shall submit a proposed schedule at or prior to the preconstruction meeting. No work shall begin on site until the schedule is approved by the resident engineer.

The initial contract time of **45-calendar** days. Changes or corrections to the schedule shall be made a no additional cost.

In addition to the schedule for various items of work required, the schedule shall indicate all critical milestones, all instances of coordination with utilities or other agencies, and all instances and durations of traffic controls.

Schedule shall be updated and submitted any time work is more than one week off of the schedule.

Upon execution of the Contract by the Owner, a fully executed copy thereof together with a Notice to Proceed will be forwarded to the Contractor in an expedited manner. It is critical to complete all work by July 1, 2024.

108.10 CONTRACT TIME

THE FOLLOWING IS ADDED:

All work shall be completed within **thirty (30) calendar days** of the Notice to Proceed. The following dates shall be adhered to:

Open bid	April 1, 2206
Award	April 2, 2026
NTP	April 20, 2026

Submittals	April 23, 2026
Start construction	May 4, 2026 (tentative)
Completion	May 20, 2026

Inclement weather days will be added to the schedule, as deemed warranted by the Engineer.

Inclement weather days will be limited to rain or snow days, independent of temperatures.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No incentive payment for early completion is specified for this project.

108.20 LIQUIDATED DAMAGES

THE FOLLOWING IS ADDED:

For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of **\$500.00**.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE FOLLOWING IS ADDED:

All work completed under the Contract will be measured by the Engineer according to United States standard measure.

The method of measurement and computations to be used in determination of quantities of material finished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitude measurements for areas computations will be made horizontally, and deductions will not be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer. Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

All materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of materials to be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

When the estimated quantities for a specified portion of the work are designated as the pay quantities in the contract and if the work is actually performed as specified, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer, or unless errors in the quantities are discovered. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimension.

There will be no additional compensation for failure to account for the presence of gas, electric, phone, water and other duct banks that fall within the shoring limits, and each bidder must account for these utility issues within his or her bid.

109.06 MATERIALS PAYMENTS AND STORAGE

THE FOLLOWING IS ADDED:

No payment will be made for materials not incorporated into the work performed or stored materials. Stored materials, either at the manufacturing plant or contractor's yard, shall not be paid, until such equipment or material is delivered to the site and either installed or secured within the project limits.

THE FOLLOWING PARAGRAPHS ARE ADDED TO SECTION 109:

109.13 WARRANTY AGAINST DEFECTIVE WORK

In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of subcontractors or suppliers at any tier. Such warranty shall continue for a period of two years from date of acceptance of the work. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Owner's real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired hereunder will run one year from the date of such repair or replacement.

The Engineer shall notify the Contractor in writing within a reasonable item after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described in the first paragraph of this Subsection within a reasonable time after receipt of notice thereof, the Engineer shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

In addition to the other rights and remedies provided by this clause, all subcontractor's manufacturers, and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Engineer, be enforced by the Contractor for the benefit of the Owner. In such case if the Contractor's warranty under the first paragraph of this Subsection has expired, any suit directed by the Engineer to enforce a subcontractor's manufacturer's or supplier's warranty shall be at the expense of the Owner. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

If directed by the Engineer, the Contractor shall require any such warranties to be executed in writing to the Owner. Notwithstanding any other provision of this Subsection, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner nor for the repair of any damage which results from any such defects in Owner furnished material of design.

109.14 AFFIDAVIT CONCERNING GIFTS TO OWNER'S EMPLOYEES, ETC.

The Contractor shall not give any gift of any nature, nor any gratuity in any form whatsoever, nor loan any money or anything of value to any employee, or relative or agent of any employee of the Owner or Engineer. The Contractor shall not rent or purchase any equipment or supplies of any nature whatsoever from any employee, or relative or agents of any employee of the Owner or Engineer. Similarly, such gifts, gratuities, loans, rentals or purchases shall not be given to or made from any agent of the Owner or Engineer during the period of time that such agent is performing any function related in any way to the Project. Before receiving final payment, the Contractor shall execute, under oath, an affidavit swearing that it has given no such prohibited gift, gratuities or loans nor made any such prohibited rentals or purchases.

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03 PERFORMANCE BOND & PAYMENT BOND

THE FOLLOWING SECTION IS CHANGED TO:

Within ten (10) business days of the date of award or conditional award of the Contract, the bidder to whom the Contract has been awarded shall complete and deliver three surety corporation bonds of forms furnished.

Each bond or letter of credit shall be for a sum of not less than the total contract price for the Project, and shall be maintained by the Contractor until acceptance of the Project, and in the event of insolvency of the surety, the Contractor shall forthwith furnish and maintain, as above provided, other surety satisfactory to the Owner.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties of the bonds. Bonds shall be AM Best Rated or better.

Bonds shall make reference to the current plans and specifications, by date and sheet numbers and name of preparer.

The surety corporations bonds shall be furnished by only those sureties as listed in the current US Treasury Department Circular 570 and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company and a true and correct statement of the financial condition of said surety company.

SECTION 152 – INSURANCE

152.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Contractor shall procure and maintain at his own expense, until acceptance by the Owner of the Project, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do business in the State. Before commencing the work the Contractor shall furnish to the Owner a certificate or certificates of insurance together with declaration pages in form satisfactory to the Owner showing that he has complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or cancelled until thirty (30) days' notice has been given the Owner. All certificates and notices of cancellation or change shall be mailed to the Owner at the address listed in the Contract Agreement. The Contractor shall furnish the Owner with a certified copy of each policy itself, including the provisions establishing premiums.

The owner and its authorized agent and engineer and the Borough and its agents shall be named as additional insureds on the insurance certificates.

The Contractor shall, to the fullest extent permitted by law, defend, indemnify, protect and save harmless the State, its agents, servants and employees, the Owner, Owner's consultants, agents and employees, and engineer, from and against any and all suits, claims, liability, losses, actions, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The certificate of insurance shall read that "Jonathan A. Bryson and Bret T. Yates, along with Bryson & Yates Consulting Engineers, LLC, the Monroe Municipal Utilities Authority (Owner) and the COUNTY OF GLOUCESTER shall be named additional insureds and shall be indemnified.

The types and minimum limits of insurance are as follows:

- (a) Comprehensive General Liability Insurance. The minimum limits of liability for this insurance shall meet the requirements set forth by the NJDOT, and meet the minimums noted below:

BODILY INJURY LIABILITY

Each Person	Each Occurrence
\$ 1,000,000	\$ 3,000,000

PROPERTY DAMAGE LIABILITY

Each Person	Each Occurrence
\$ 500,000	\$ 1,000,000

The above required Comprehensive General Liability Insurance shall name the Owner, the Engineer, Jonathan A. Bryson, Bret T. Yates, the County of Gloucester, the State of New Jersey, their agencies, officers and employees, as named insured.

The coverage to be provided under this policy shall be at least as broad as the standard, basic unamended and unendorsed comprehensive general liability policy. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from underground property damage hazards relating to damage to underground utilities and collapse of foundations.

The insurance policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

- (b) Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

BODILY INJURY LIABILITY

Each Person	Each Occurrence
\$ 500,000	\$ 1,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$ 1,000,000

- (c) Owner's Protective Insurance. The Contractor shall obtain and maintain a separate Owner's Protective Policy in the same minimum amounts as specified for Comprehensive General Liability Insurance in (a) above. The policy shall be written for the benefit of the Owner and the Engineer, their officers and employees and they shall be named as the insured.
- (d) Workers Compensation and Employer's Liability Insurance. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an all states endorsement TO extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$ 100,000 for each accident.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the Owner from taking such other actions as are available to it under any other provisions of this contract or otherwise in law.

All proof of insurance submitted to the Owner shall clearly set forth all exclusions and deductible clauses. The Engineer, in his sole discretion, may allow certain deductible clauses which he does not consider excessive, overly broad, or harmful to the interests of the Owner. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this Subsection. Allowance of any additional exclusions will be in the discretion of the Engineer. Regardless of the allowance of exclusions or deductions by the Engineer, the Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is cancelled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due of coming due under the contracts between the Contractor and the Owner. The Owner in its sole discretion may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the surety to complete the Project. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

SECTION 153 – PROGRESS SCHEDULE

153.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Traffic shall be maintained along the roads affected and access to each property and business shall be maintained. One lane of alternating traffic will be maintained at all times, during day-time operations. Lane may be closed with a maximum closure of 1000-feet. Detours are neither proposed nor permitted.

Lane shifts, with a minimum lane of 10 feet both directions, shall be used when the work zone warrants two-way traffic, but requires a partial closure and impact to the travel lane.

A full lane closure and alternating traffic flow shall be used as required by the OWNER.

The owner will order and schedule off-duty police officers only at specific instances based on requirements of local and county agencies. Along county highway owner will provide two police directors; along municipal street police directors will be minimized. Two certified flagmen shall be on-site at all times at both ends of the work zone.

No specific payment will be made for furnishing and updating the progress schedule but all costs thereof shall be included in the various Pay Items. Traffic control relative to the Storm Drain Replacement should be included in the lump sum price bid for said service, no exceptions.

Traffic control operations, equipment, drums, barricades, flagmen, etc., will not be measured for payment.

SECTION 154 – MOBILIZATION

154.03.01 Mobilization

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract.

154.04 MEASUREMENT AND PAYMENT

THE DEPARTMENT WILL MEASURE AND MAKE PAYMENT FOR ITEMS AS FOLLOWS:

<u>Pay Item</u>	<u>Pay Unit</u>
MOBILIZATION	LUMP SUM

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.01 DESCRIPTION

THE FOLLOWING IS ADDED:

A staging area must be found and approval of such area must be granted in writing by the property owner. No field office is required. However, said areas must be restored to its original condition at the time of completion.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

156.01 DESCRIPTION

THE FOLLOWING IS ADDED:

No field laboratory and curing facility is required.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 CONSTRUCTION LAYOUT

The following is added:

Provide a survey crew to accurately layout the pipe location and directional drilling depths and locations.

Prior to starting, paint the baseline stationing for the entire length of the project, and maintain said stationing throughout project duration, for use by Owner and crew.

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

THERE IS NO SPECIFIC PAYMENT FOR LAYOUT SERVICES AND SAID COSTS SHOULD BE INCLUDED IN VARIOUS OTHER ITEMS IN THE PROPOSAL.

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.03.02 SESC Measures

The following is added:

Prior to construction, all soil erosion and sediment control measures shall be approved by the soil conservation in compliance with Chapter 251 of the Public Laws of 1975.

Maintain soil erosion and sediment control measures at all times.
SCD Permit will be in place prior to construction commencing.

This contract shall include the furnishing, delivery, set-up, relocation, and maintenance throughout the duration of work, the following soil erosion protection and sediment control devices, which are to be installed and utilized at locations directed by the Engineer:

- Inlet protection Filters

No disturbance shall be permitted beyond the Right-of-Way shown on the plans. Hay bales are to be placed around all inlets and wherever silt fence protection is deemed not sufficient, as noted in the plan.

Place and maintain inlet protection devices at all times within 100-feet of the work zone. Relocate the filters and fencing as crew moves down the road. Devices shall be inlet filter bags. Owner is not required to obtain and hold a permit from the county, since the land disturbance will not be permitted to exceed 5000 square feet, at any one time.

16. Concrete Washout System.

THE FOLLOWING PARAGRAPHS ARE ADDED:

Supply a washout facility if extensive concrete work is included within the contract scope of work.

The concrete washout facility will not be measured for payment. There is no specific payment for supplying a concrete washout facility, and the cost thereof should be included in various items in the proposal.

19. Oil-Only Emergency Spill Kit.

THE FOLLOWING PARAGRAPHS ARE ADDED:

Provide a location for the spill kit prior to mobilizing.

The oil-only emergency spill kit will not be measured for payment. There is no specific payment for supplying an oil-only emergency spill kit, and the cost thereof should be included in various items in the proposal.

158.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PARAGRAPHS ARE ADDED:

The costs associated with the required soil erosion control techniques as per the Gloucester County Soil Conservation District and New Jersey Standards for Soil Erosion and Sediment Control should be included in the various items of the Proposal.

SECTION 159 – TRAFFIC CONTROL

159.01 Description

THE FOLLOWING IS ADDED:

Traffic control shall be provided in conformance to the standard specification and details. Two flaggers shall be present at all times, properly equipped. Access to the properties shall be maintained at all times, and residents shall be capable of accessing property driveways anytime after 4 pm up to 9 am the next morning.

The Contractor shall maintain traffic control at all times in accordance with current MUTCD and NJDOT Standard Specifications. Access to existing properties shall be maintained and open at all times when work is not in progress. Emergency vehicles shall be capable of traversing the work zone at any time for emergencies.

Drums shall be spaced at 20-feet on-center.

Successful bidder shall provide two certified traffic directors, flaggers, at all times, controlling both ends of the work zone.

All construction drums shall be equipped with rubber boots to stabilize each drum. Drums that are damaged as a result of impacts shall be replaced immediately by the contractor.

Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or Legal Holidays unless otherwise directed by the Engineer.

The Contractor shall be responsible for maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times.

No police directors are anticipated for this job. If police directors are warranted, OWNER will order, schedule and pay for police. Contractor shall NOT anticipate having any police on site.

159.02.02 Equipment

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

All other areas will be protected with standardized barrels, barricades, construction ID signs, etc.

Traffic control shall be fully set up and accepted by Owner before starting work. All such control items and procedures shall be in strict compliance with current MUTCD Standards and NJDOT Standard Details.

159.03.08 Traffic Direction

A. Flagger.

THE LAST SENTENCE IS CHANGED TO:

Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

159.04 MEASUREMENT AND PAYMENT

Traffic Control, equipment, materials, and maintaining a safe work zone, will NOT be measured for payment and the cost thereof should be included in various other pay items in the proposal.

SECTION 161 – FINAL CLEANUP

161.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Final clean up will be approved by resident engineer before final cleanup is complete.

161.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
FINAL CLEANUP	LUMP SUM

All costs associated with the final clean up of the project will be placed under the lump sum item final clean-up.

DIVISION 200 - EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

Prior to bidding, contractor should investigate site conditions to assess soils and GW conditions.

The site should be investigated prior to work to establish a mobilization area.

Reset any signs that fall within the prescribed limits and payment will be made for said item in the proposal.

Trim all branches professionally before using any machinery, to a point 10-feet from the edge of road, for the entire length of the project, no exceptions taken. Trim all branches and limbs along entire job, even if pipe is being installed beneath the paved roadway.

No dumping in streams shall be permitted.

All excess and waste material shall be removed from the site and disposed of according to the Specifications. Materials removed that are free of HMA or concrete may be used as borrow material for slope construction in areas designated by the Engineer.

The Contractor shall police the area for removal of all trash. Final clean up shall meet with the approval of the Engineer.

Visit site and make provisions in the pricing to restore any disturbed landscaping, mailboxes, walls, timbers, lanterns, lights, shrubs, trees, etc., that may be damaged by excavation and pipe crew. Restore any property damaged by digging operations.

Inspect site, locate project area and determine the level of work needed to remove concrete sidewalk, aprons, reinforced concrete aprons, curbs, concrete or granite, and the extra-thick hot mix asphalt paving.

This project shall be performed in strict conformance with current OSHA Trench Safety Standards, thus requiring full shoring, ladder access at all times, and the wearing of hard hats at all times. Failure to comply with current OSHA Standards will result in issuance of a 'stop work order.'

F. Removing Sidewalks, Driveways, Curbs, and Gutters

THE FOLLOWING IS ADDED:

The work to be performed under this Contract includes sawcutting, removal, and disposal of paving, sidewalks, concrete, aprons, curbs, as shown on the Plans and as directed by the Engineer. All costs of will be included in the line item Clearing Site.

There is no specific payment to remove and dispose of concrete and granite and reinforced materials that are within the excavation limits to replace the water main.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
CLEARING SITE	LUMP SUM

The BOROUGH will not make payment for the Item CLEARING SITE in excess of 80-percent until Completion.

There is no specific payment for specific tree trimming and removals, stumping, removal of concrete, granite curb removal, sawcutting, HMA removal, removal and resetting of horse fencing, restoration of landscaping, lanterns, lights, timbers, etc., and said costs should be included in various other items in the proposal.

The Department will not make payment for the Item CLEARING SITE in excess of 80-percent until Completion.

There is no specific payment for stripping, and removal of old piping and structures, and the cost thereof should be included in the lump sum price for Clearing Site in the proposal.

Reset of signs will be paid at the unit price bid for said work.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

All excavation shall be classified as including the excavation of any rock, concrete, steel reinforced concrete, wood, stumps, debris, etc. and shall be included in various pay items of the work.

The IAWD, if and where directed, removal and disposal of unsuitable soils, pertains to the removal of soil not suitable to support the new water main that is being constructed. This item must be authorized by the Owner prior to billing said pay item.

IF TRENCH IS WET, THEN TRENCH MUST BE DEWATERED; VISIT SITE, INVESTIGATE AND DETERMINE EXTENT OF NEED FOR DEWATERING. OWNER WILL NOT PAY FOR ANY ADDITIONAL COSTS FOR DEWATERING.

If trench bottom is unstable, then Owner will authorize undercut by 12-inches, placement of crushed stone, then placement of required sandy pipe bed with haunch. If trench is stable but wet, then substitute Type C Gravel bedding with ¾" crushed stone, min. 6-inch below, and up to spring line, at no extra charge to the OWNER.

If trench materials are unsuitable for re-use, then Inspector shall authorize, immediately, the contractor to furnish and deliver, place and compact Dense Graded Aggregate, in 12-inch lifts, loose measure, at a pay rate of 15-cubic yards per truck load, to account for fluff.

Test pits are needed to verify the duct banks and exact water main locations, gas mains, services, etc., prior to mobilizing full crew.

Contractor is urged to perform at least 5-test pits along roadway in key locations to verify gas, water, Verizon and electric lines prior to ordering shoring and setting up crew.

There will be no additional compensation for failure to account for the presence of gas, electric, phone, water and other duct banks that fall within the shoring limits, and each bidder must account for these utility issues within his or her bid.

202.02 MATERIALS

THE FIRST IN THE LIST IS CHANGED TO:

Coarse Aggregate (No. 57, or 67) 901.03

202.03 CONSTRUCTION

202.03.04 Excavating Regulated Material

3. Temporarily Storing.

THE FIRST PARAGRAPH IS CHANGED TO:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with haybales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

202.04 Measurement and Payment

THE FOLLOWING IS ADDED:

<u>Pay Item</u>	<u>Pay Unit</u>
EXCAVATION, TEST PIT (IAWD)	CUBIC YARD
EXCAVATION, UNCLASSIFIED (IAWD)	CUBIC YARD

Undercut below the standard box-cut depth shall be paid at the unit price for Excavation, Unclassified in the Proposal.

Excavation volumes will be measured by the square area times the depth of the cut, as measured and recorded by the Engineer's Inspector. The Owner will not pay for excavation based on truck loads of material excavated.

All cuts, including undercuts, below the 6-inch box-out, will be measured and paid for by the square area times a uniform depth, paid under the item 'Excavation, Unclassified.'

Test pits will be measured at a rate of 1/2 cubic yard per test pit, as recorded by the RE.

Removal and disposal of unsuitable soils shall only be measured and paid in situations where undercuts are warranted by Engineer, below the pay limits for structures.

There is no single item for the excavation of the trench that will contain the new water main. Costs for this excavation should be included in the price of the water main pipe items.

All excavated of the roadway, including milling, shall create a smooth cut between old surface and the milled area. The boundary shall be cut with the milling machine zipper or, if necessary, and external saw so that portions of the roadway outside the construction limit are unaffected.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 302 – AGGREGATE – SELECT FILL – TRENCHES & ROADWAY

THE FOLLOWING IS ADDED:

302.01 Description

Furnish, place and compact select fill, known as dense graded aggregate in the trenches, along curb line voids, apron voids and sidewalk voids, to complete the restoration work. Soil imported must be certified with test results submitted with supporting data.

Soil Aggregate is prohibited for use beneath any road surface. Only dense graded aggregate shall be used for the sub-base directly below the base paving, for a depth of 6-inches.

Contractor is expected to fill with re-used existing on-site gravel sub-soils from other parts of the trench when suitable.

All aggregate placement must be in 12-inch lifts, loose measure and compacted to 95% of its maximum dry density, as tested by the Owner.

The intent is to re-use existing on-site gravel sub-soils, however, Owner estimates that nearly 40% of the sub-soils are poor and should warrant removal and replacement.

Aggregate import will be measured by the truck load, at a rate of 15-cubic yards of material for every fully-loaded triaxle truck slip. The 15-yard pay limit per truck accounts for a 20-percent fluff-factor in the truck, thus estimating an 'in-situ' condition after compaction.

Type C, Clean Grave, Sandy gravel, bank run gravel pipe bed haunching shall be used beneath pipes, of which such cost should be included in the unit prices bid for said pipe work. Stone for undercut regions shall be $\frac{3}{4}$ " clean stone, minimum 6" thick below the pipe bed and be paid as IAWD, as warranted. The cost for bank run gravel pipe bedding and haunch around new pipe should be included in the unit price bid for said water main.

Contractor is responsible for the restoration of the trench excavated for the water main replacement. This will include the construction of the HMA base course of the roadway. The trench will be backfilled with either suitable on-site gravelly material or select fill, which will be dense graded aggregate or an approved equal. Recycled crushed concrete may be used for select, however, crushed concrete or any dense graded aggregate shall not be permitted within 12-inches of the new C-900 PVC piping.

Clean stone will only be used in wet conditions or situations where trench is unstable, requiring reinforcement with stone haunching. Owner will authorize furnishing and delivery and placement of clean stone as needed; said work will be measured and paid for by the ton. Any reference to measuring stone by cy is hereby deleted.

302.02 MATERIALS

The following is added:

Select Fill shall be either soil aggregate or Dense Graded Aggregate of which the DGA shall conform to the gradation shown below. Note, the limits are derived from N.J.D.O.T.'s standard virgin Dense Graded Aggregate gradation and Pennsylvania's 2A stone aggregate limits. In order to ensure close packing and adequate aggregate interlocks, the limit of 25% maximum change between any two consecutive sieves has also been added.

Dense Graded Aggregate				
Sieve	Size	sieve [^].45	% Passing	
Nominal	mm	mm	min.	max.
1 1/2 inch	37.50	5.11	100	100
3/4 inch	19.00	3.76	55	90
3/8 inch	9.53	2.76	36	75
#4	4.75	2.02	25	60
#8	2.36	1.47	16	47
#16	1.18	1.08	10	38
#50	0.30	0.58	5	25
#200	0.075	0.31	3	10

Note 1: The change in percent passing any two consecutive screen sizes shall not exceed 30%.

Dense Graded Aggregate DGA shall consist of 100% virgin crushed aggregates. Production from or mixing with, recycled, reclaimed, or other manufactured materials shall not be permitted.

For the select fill around the PVC pipe, for a minimum of 12-inches, shall be free of dense graded aggregate. In no way shall recycled crushed concrete or dense graded aggregate be permitted as backfill around the PVC piping.

All select fill around said pipe shall be Type C Gravel, or equal.

All Dense Graded Aggregate shall be compacted using vibratory rollers in lifts not exceeding 12 inches in loose thickness prior to compaction. Density in place shall be not less than the following:

In shoulders or under roadway pavements	95% of maximum dry density.
All other areas	90% of maximum dry density.

Maximum Dry Density shall be as determined by tests conforming to ASTM-D 1557. In place density shall be determined by field nuclear density tests in accordance with ASTM D-2793, or as approved by the Engineer.

In accordance with Section 903.09 of the standard specifications, furnish and place CLSM if deemed necessary in special situations. CLSM shall not be used for standard trench backfilling. Plate all trench openings for 24-hours after filling.

A trial batch and mix design must be approved by the Engineer prior to moving forward.

Select Fill, Soil Aggregate, shall only be required around the new C-900 PVC piping, within 12-inches of the pipe. In no way shall a heavy stone aggregate be permitted to be placed within 12-inches of the plastic pipe.

Refer to the soil log data at the close of the document to examine the soil strata found along the roadside, for possible re-use of on-site sandy gravel materials around said pipe.

302.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The provision of 15:1 dry mix or flowable fill to be utilized in trench restoration in accordance with the Contract Drawings will not be measured for payment and the cost of dry mix or flowable fill shall be included in the various items of the proposal.

The provision and installation of DGA utilized for sidewalk or asphalt pavement sub-base in accordance with the Contract Drawings will not be measured for payment and the cost of DGA shall be included in the various items of the proposal.

DIVISION 400 – PAVEMENTS
SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.02 Equipment

THE LAST PARAGRAPH IS CHANGED TO:

401.03.01 Preparing Existing Pavement

Furnish deliver, place and compact, each work day, the 6-inches of 25M64 base course, once the trenches are compacted to 95% of max density. DO NOT base pave unless the trenches pass a PROOF ROLL TEST IN PRESENCE OF THE OWNER.

Roadway will be milled and resurfaced 4 months after the water main is installed. So, compaction is critical.

Place HMA Base Course, 25M64, 6-inches total compacted thickness on county roads, and 4" thick on local roads, to meet the elevation of the surrounding surface. Base Course shall be hot-rolled before Surface Course is applied. Base paving will not be measured for payment. Therefore, the unit price bid for new piping or water services SHALL include the cost to place DGA, 6-inches thick, and HMA 25M64 Base Pavement, up to finished grade.

THIS WORK WILL NOT BE MEASURED FOR PAYMENT AND SUCH WORK AND MATERIALS SHOULD BE INCLUDED IN VARIOUS OTHER ITEMS IN THE PROPOSAL.

Seal all cut surfaces with Hot AC-20 before paving. Match existing elevations surrounding each hole.

D. Transportation and Delivery of HMA.

THE FIRST PARAGRAPH IS CHANGED TO:

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA if the HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant.
2. Project title.
3. Load time and date.
4. Truck number.
5. Mix designation.
6. Plant lot number.
7. Tare, gross, and net weight.

401.04 MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
HMA DRIVEWAY	SQUARE YARD

HMA Driveway shall be measured by the square yard. 2" of HMA 9.5M64 top course, 3" of HMA 19M64 top course, and 4" of DGA shall not be measured for payment but the cost shall be included in the pay item "HMA Driveway."

HMA FOR PAVEMENT RESTORATION WILL NOT BE MEASURED FOR PAYMENT AND THE COST SHOULD BE INCLUDED IN VARIOUS OTHER ITEMS IN THE PROPOSAL.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 602 – STORM DRAINS

602.01 DESCRIPTION

THE FOLLOWING IS ADDED:

DO NOT DISTURB ANY STORM DRAINS OR INLETS OR MANHOLES. DIG TEST PITS AND BE PREPARED TO PASS BENEATH OR OVER AN EXISTING LINE. MAINTAIN A MIN. 6-INCHES CLEAR TO ANY STORM PIPES. GAPS MUST THEN BE SUPPORTED WITH CONCRETE CRADLES OR LINTELS.

1.01 COORDINATION OF WORK

Work with Public Works to pick up pipe and complete work. Township and BOROUGH will provide materials as needed.

1.02 RELATED WORK

Piping - General Provisions - Section 603

DIVISION 650 – UTILITIES

THE FOLLOWING IS ADDED:

No work shall commence until the contractor confirms that all affected utility owners have safely marked out all utilities that are underground. The plans do not accurately depict the gas, water, telecommunications, cable and electric lines.

Therefore, the contractor is notified that the utility work may be in conflict with any existing utility lines, including but not limited to gas, water, sanitary, telephone, electric and cable lines. If a conflict is found, then a test pit shall be done immediately, prior to beginning excavation work.

Contact SJ Gas 609-561-9000 Ext 6519, prior to exposing any of the gas mains or HP mains.

Any excavation and exposure beyond 4-feet beneath the gas main will require SJG to mobilize to the site, kill the main, and replace any cast iron main in the area of the open trench.

There will be no additional compensation for failure to account for the presence of gas, electric, phone, water and other duct banks that fall within the shoring limits, and each bidder must account for these utility issues within his or her bid.

Section 653 – GAS

653.01 DESCRIPTION

THE FOLLOWING IS ADDED:

No joints shall fall within 10-feet of crossing.

Meet all requirements set forth by SJ Gas Company, as noted in the back of this specification, requiring special insulation on piping, clearances, backfill requirements, etc.

Methods of construction shall be such that, when reset, the natural gas valve boxes shall conform to the grade of the resurfaced or re-graded area.

The Contractor shall be responsible for notifying SJ Gas to reset valve boxes at their expense immediately before final paving.

Care shall be exercised in resetting the valve boxes. After resetting, the valve boxes shall be protected until the final resurfacing course has been laid. Castings that are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the owner without additional compensation.

Any excavation and exposure beyond 4-feet beneath the gas main will require gas company to mobilize to the site, kill the main, and replace any cast iron main in the area of the open trench.

653.02 MATERIALS

THE FOLLOWING IS ADDED:

Any materials required must meet the standards set forth by the local authority or owner of the public utility.

653.04 MEASUREMENT AND PAYMENT

There is no specific payment for reset the natural gas valve box and the cost thereof shall be included in various items within the proposal.

DIVISION 800 – LANDSCAPING

SECTION 805 – GRASS STRIP REPAIR

805.01 DESCRIPTION

THIS SUBSECTION IS CHANGED TO:

Restoration of grass strips is incidental and will **not** be measured for payment.

All turf repair strip work shall be done within 30-calendar days after main testing.

This work shall consist of re-grading and repairing the disturbed areas, trenches, water service holes, staging areas, stockpile areas, and any construction traffic rutted areas, including fertilizing and seeding, wood cellulose fiber mulching, and placing incidental topsoil. This work will be measured by the linear foot, equaling the length of utility mains, independent of the width of disturbances by the Contractor.

Topsoil shall be imported to the site in order to complete fill and repair strip operation. The cost associated with furnishing borrow topsoil should be included in the unit price bid for Turf Repair Strip.

The areas must be raked free of any and all stones and debris $\frac{1}{2}$ " or larger, prior to the Owner accepting the work and releasing final payment. Payment in excess of 90 percent will be withheld until the turf repair strip is completed and thoroughly cleaned of stones and compacted.

The surface of the topsoiled layer shall be clear of all debris including all stone equal to or greater than one half inch or larger in diameter.

The Turf Repair Strip is comprised of a strip of sub-base, top soil, and turf repair of 2' width that runs the length of the project over the 2' wide excavated trench area plus the work zone. Any additional areas of damaged earth including, but not limited to trenches and service holes, staging and stockpiling areas, and any other areas damaged by construction vehicles and equipment will not be measured for payment.

All seeding shall be stabilized with rotted straw mechanically blown, no exceptions.

805.04 Measurement and Payment

Restoration of grass strips will not be measured for payment, and such labor, equipment and materials needed should be included in various other pay items in the proposal.