

**CONTRACT DOCUMENTS & SPECIFICATIONS FOR:**

**2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

**TOWN OF DOVER, MORRIS COUNTY, NEW JERSEY**

**MAYOR**

James P. Dodd

**BOARD OF ALDERMAN**

William O'Connor  
Cindy Romaine  
James Visioli  
Steven Toth

Sandra Wittner  
Humberto Quinones  
Carolyn Blackman  
Carlos Valencia

**ADMINISTRATOR**

Donald Travisano

**ENGINEER**

Michael A. Hantson, PE

**CLERK**

Tara Pettoni

**ATTORNEY**

Jarrid Kantor

**DOVER WATER COMMISSION**

Andrew V. DuJack

Gene Secola

Aldo Cicchetti

**Water Superintendent**

Robert Kinsey

**ATTORNEY**

Jarrid Kantor

**JANUARY 2019**

BIDDER:

ADDRESS:

TELEPHONE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Set No. \_\_\_\_\_

**Town of Dover**

37 N. Sussex Street, Dover NJ 07801

**LEGAL NOTICE****Town of Dover, Morris County, New Jersey**

Sealed Proposals for **2019 Hydrant Replacement Program – Open Ended Contract**, will be received by the Town of Dover in the Municipal Building, 37 N. Sussex St., Dover, New Jersey on **February 6, 2019 at 10:00 A.M.**, prevailing time, at which time and place they will be publicly opened and read aloud. No Proposals will be accepted after said hour. **The Open Ended Contract Bid Documents specify minimum and a maximum of the various types of Hydrant Replacements, including specified installation for a period of up to two (2) years**, in accordance with the Contract Specifications. Copies of the Contract Documents may be obtained between the hours of 9:00 A.M. and 4:00 P.M. daily except Saturdays, Sundays, and Holidays beginning on January 7, 2019 at the offices of The Town Clerk, Town Hall, 37 North Sussex., Dover, NJ 07801.

The cost for the Contract Documents is \$25.00 per set and is non-refundable. Checks shall be made payable to The Town of Dover. The Town of Dover will only package contract documents upon receipt of payment and postage paid return addressed mail package. The Town of Dover will not be held responsible for contract documents purchased via courier service.

Proposals shall be made on the forms provided and made part of the Contract Documents which shall be submitted intact. A certified check or cashier's check made payable to the order of the Town of Dover, or a duly executed Bid Bond, in the amount of 10 percent of each bid, but in no case in excess of \$20,000.00 must be deposited by the Bidder together with a Surety Consent evidencing that he can obtain the required Performance Bond.

The successful Bidder shall be required to deliver to the Town an executed Performance Bond of a responsible indemnity company authorized to do business in the State of New Jersey.

Bidders must comply with the following New Jersey State Statutes and Codes:

NJSA 10:5-31 et seq. and NJAC 17:27 ..... Affirmative Action Program

P.L. 1977, C. 33..... Statement of Ownership

N.J.S.A. 40A:11-18 ..... American Goods and Products to be Used  
Where Possible

Proposals must be placed in sealed envelopes and delivered in person to the Town of Dover, 37 N. Sussex Street, Dover, New Jersey 07801, with the Proposal description and the name and address of the Bidder marked clearly on the outside of the envelope. No Proposals will be accepted by mail.

The Town of Dover reserves the right to reject any and all Proposals or to waive any minor informalities or irregularities in the Proposal received and to accept the Proposal which is in the best interest of the Town.

By order of the Mayor and Board of Alderman, Town of Dover, Morris County, New Jersey.

**Tara Pettoni – Town Clerk**

**Instructions To Bidders And Statutory Requirements****I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the by the Town of Dover in the Municipal Building, 37 N. Sussex St., Dover, New Jersey on **February 6, 2019 at 10:00 A.M.**, prevailing time, at which time and place they will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

All bonds shall be in accordance with the Public Works Bond Act, N.J.S.A. 2A:44-143 et seq and shall be in the form indicated therein. The following provisions shall be applicable to this bid and be made a part of the bid documents:

### A. BID GUARANTEE

A Bid Guarantee shall be required with this Bid.

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Since this is an Open Ended Contract, with minimum and maximum quantities indicated in the Proposal form, The Bidder shall assume a "Total Bid Price" of \$250,000.00 for purposes of calculating the required Bid Guarantee.

Failure to submit a bid guarantee shall result in rejection of the bid.

### B. CONSENT OF SURETY

A Consent of Surety shall be required with this Bid.

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

Since this is an Open Ended Contract, with minimum and maximum quantities indicted in the Proposal form, The Bidder shall assume a "Total Bid Price" of \$250,000.00 for purposes of Consent of Surety.

Failure to submit a consent of surety form shall result in rejection of the bid.

**C. PERFORMANCE BOND**

A Performance Bond shall be required with this Contract.

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

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

Since this is an Open Ended Contract, with minimum and maximum quantities indicted in the Proposal form, The Bidder shall assume a "one hundred percent (100%) of the acceptable bid" to be \$250,000.00 for purposes of the Performance Bond.

Failure to submit a Performance Bond with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

**D. LABOR AND MATERIAL (PAYMENT) BOND**

A Labor and Material Bond shall be required with this Contract.

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a Labor and Material bond with the performance Bond shall be cause for declaring the contract null and void.

**E. MAINTENANCE BOND**

A Maintenance Bond shall be required with this Contract.

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount of 10% of the cost of the completed work, guaranteeing against defective quality of work or materials for the period of one (1) year. Maintenance Bond(s) shall be provided for all work completed in a 12 month period prior to any additional payments being made, and each subsequent 12 month period.

Failure to submit a Maintenance Bond for the 12 month period will be cause to reject payment of any subsequent invoice, and prevent the release of the Performance Bond.

## F. CERTIFICATES OF INSURANCE

Certificates of liability and Workmen's Compensation insurance satisfactory to the Town shall be filed with the Town before the Contract is signed. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Town and its authorized representatives from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorneys' fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is granted by the policy.

The successful bidder will name the Town as an additional named insured in all of its liability insurance policies and will also agree to indemnify and save harmless any and all third parties from claim for damages arising out of the contract between the Town and the Bidder. Evidence of insurance satisfying these requirements will be delivered to the Town prior to the execution of the Contract.

The minimum amounts of insurance to be carried by the Contractor shall be as indicated in the General Conditions and Technical Specification Section.

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

- D. Discrepancies in Bids
  - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.
- E. Pre-Bid Conference

A Pre-Bid Conference is not required for this Bid.

**IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods described and the goods offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**V. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities: The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional



charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **VI. STATUTORY AND OTHER REQUIREMENTS**

The following are mandatory requirements of this bid and contract.

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### **1. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **C. STOCKHOLDER DISCLOSURE**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

**D. PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

**E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

**F. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a “contractor” is “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### G. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

#### H. PAY TO PLAY

Starting in January, 2007, business entities are advised of their 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 they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### I. AMERICAN GOOD AND PRODUCTS

In accordance with NJSA 40A:11-18, only manufactured and farm products of the United States, wherever feasible, shall be used in this work. Any manufactured and farm products not of the United States shall be disclosed by the Contractor in writing with an explanation of infeasibility and must be approved by the Engineer before purchase or use.

The contractor and subcontractors shall supply the Town of Dover with an affidavit stating that only manufactured and farm products of the United States, were used in this work. If manufactured and farm products of the United States were not used because it was not feasible the affidavit shall state the reason for infeasibility and provide proof of approval of same by the Engineer.

#### J. SUBCONTRACTING

The bidder is specifically advised that any persons, firm or other party to whom it is proposed to award a subcontract under this Contract:

1. Must be acceptable to the Town, to the Federal Agency, if any providing financial assistance in this contract and to the State of New Jersey, and their various governmental subdivisions, and
2. must submit Subcontractor Certifications, as applicable, regarding Equal Employment Opportunity, Nonsegregated Facilities, NJ. Department of Commerce and Economic Development Eligible Minority Business or Female Business and Affirmative Action Program. Approval of the proposed subcontract award cannot be given by the Town unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that he has fully complied with any reporting requirements to which he is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his Bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delays in subcontract awards. and,
3. must comply with the insurance requirements specified in these Contract Documents and submit evidence of same.

When the contract is intended to be awarded in accordance with NJSA 40A:11-16 of the revised NJ Statutes which permits dividing a proposal (Bid Documents) for public Buildings into separate specialty trade work contracts or one contract with separate specialty trade subcontracts, each of the subcontractors so proposed shall be qualified in accordance with NJSA 40A:11-16. The contractors bidding of this type of contract shall submit with their bid the name or names, and evidence of their performance security of all subcontractors to whom the bidder will subcontract for the furnishing of any of the work and materials specified.

No proposed subcontractor shall be disapproved by the Town, except for cause.

The contractor shall be fully responsible to the Town for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and the Town.

The Contractor shall be bound by the provisions of NJSA 2A:30A-1 requiring prompt payment of subcontractors. If a subcontractor or subsubcontractor has performed in accordance with the provisions of his contract with the general contractor or subcontractor and the work has been accepted by the owner or general contractor, as applicable, and the parties have not otherwise agreed in writing, the contractor shall pay to his subcontractor and the subcontractor shall pay to his subsubcontractor within 10 calendar days of the receipt of each periodic payment, full payment or receipt of retainage monies, the full amount received for the work of the subcontractor or subsubcontractor based on the work completed or the services rendered under the applicable contract. If a payment due pursuant to the provisions of the state statute is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus 1%.

K. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the part

L. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the Town of Dover, 37 N. Sussex Street, Dover, New Jersey 07801, and to be given consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail with Return Receipt Requested to all prospective Bidders known at that time by the Owner, not later than five (5) days, Saturdays,

Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All agenda so issued shall become part of the contract documents.

#### **VII. METHOD OF CONTRACT AWARD**

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section IX, Termination of Contract, Sub-section E, for additional information.
- B. The owner will award the contract on the basis of unit prices. Hence, an award may be made to more than one Bidder on the basis on unit prices.
- C. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

#### **VIII. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- G. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by or investigation of such bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to complete the work contemplated therein or has previously failed to properly perform or complete on time any contract. When required, all awards will be made subject to the approval of the New Jersey Department of Transportation and/or New Jersey Department of Community Affairs.

**IX. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

**X. PAYMENT**

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures, or as otherwise stated in these Bid Documents.

**GENERAL NOTES**

1. This Contract is an Open-Ended Contract to supply and install various types of hydrant replacements indicated in the "Proposal" form.
2. The period of this contract shall be for one (1) year, with the Town of Dover's option to extend it for an additional one (1) year.
3. The contract for this project is authorized by the provisions of Local Public Contracts Law, NJSA 40A:11-1 et seq.
4. The contractor shall pay the minimum wage rates stipulated in Section 107 and determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 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 Town of Dover 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 Town of Dover for any excess costs occasioned thereby. The Contractor shall submit to the Town of Dover certified payroll records on the form supplied by the Town. These records shall be submitted each payroll period within 10 days of the payment of wages.

5. All awards shall be made subject to the approval of the Town of Dover and the Dover Water Commission. 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 source will be considered non-participating.
6. 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).
7. 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.
8. Whenever reference to Title 27 is made, it is construed to mean Title 40.
9. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways.
10. Any restrictions on working hours required by permits from Morris County shall be adhered to for work on County Roads and from the NJDOT on State Roads.



11. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
12. In the event the meaning of any portion of the specifications or drawings or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.
13. In the event a situation arises in which materials not specified on the plans are to be used for extra work, then the Town of Dover Water Department Standards will be used.
14. The Contractor is advised that he shall post a one (1) year Guaranty (Maintenance) Bond, prior to final payment at the end of the Contract Period for work less than one (1) year old, guaranteeing said work.
15. The Contractor is notified that he must maintain traffic and safe access to residences and businesses, and that he must provide adequate traffic control in accordance with the Manual of Uniform Traffic Control Devices for all work within the public right of way. Compensation for work under these requirements will be included in the bid prices for all items in the contract.
16. The Contractor is responsible to obey all the safety and health regulations. Town of Dover assumes no responsibility for safety during the performance of the work.
17. No equipment or materials shall be stored within the Town of Dover or County of Morris right-of-way.

**PROPOSAL****TOWN OF DOVER, MORRIS COUNTY****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

This Proposal is Submitted To:

**Town of Dover  
37 N. Sussex Street  
Dover, New Jersey 07801**

By: \_\_\_\_\_  
(Name of Contractor)

1. The undersigned Bidder proposes and agrees, if this proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to provide the goods as specified or indicated in the Contract Documents for the contract price and within the contract time indicated and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents & Specifications. This proposal will remain open for sixty (60) days after the day of bid opening. Bidder will sign the agreement and submit other documents required by the Contract Documents within ten days after the date of Owner's notice of award.
3. In submitting this proposal, Bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all the Contract Documents and all of the following Addenda:

ADDENDUM NUMBERDATE RECEIVED

_____	_____
_____	_____
_____	_____
_____	_____

(Receipt of all of which is hereby acknowledged)

4. This is an "Open End" Contract. The minimum and maximum quantities of work to be performed under the proposed contract are set forth in the Proposal. These quantities are to be considered as approximate only and are given solely for the comparison of proposals and to allow the bidder to make his proposal based on an understanding of the potential scope. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Town. The contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of goods actually furnished, and the estimated quantities. The contractor will be paid only for the actual quantities of goods furnished at the contract unit price bid.
5. Bidder agrees that the goods and installations will be provided within the time indicated in the Bid Documents.

6. The following documents are attached to and made a condition of this proposal.

- A. \_\_\_\_\_ Non-Collusion Affidavit
- B. \_\_\_\_\_ Certification of Bidder Regarding Affirmative Action Program
- C. \_\_\_\_\_ Statement of Ownership
- D. \_\_\_\_\_ Certificate of Experience
- E. \_\_\_\_\_ Certificate of Nonsegregated Facilities
- F. \_\_\_\_\_ Eligibility Affidavit
- G. \_\_\_\_\_ Equipment Ownership Affidavit
- H. \_\_\_\_\_ Business Registration Certificate
- I. \_\_\_\_\_ List of Subcontractors
- J. \_\_\_\_\_ Public Works Contractor Registration Certificate
- K. \_\_\_\_\_ Disclosure of Investment Activities in Iran Form

7. Communications concerning this proposal shall be addressed to the Bidder at the following address:

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8. The terms used in this proposal have the meanings assigned to them in Section 101.03 of the Specifications.

9. Unit or Lump Sum Prices and Extended Amount shall be written in figures. In case of discrepancy, those shown in Units or Lump Sum prices shall govern. The Total Contract Price shall be the correct sum of the correctly extended unit price multiplied by the quantity provided.

10. If awarded a contract, the Bidder agrees to comply with the Affirmative Action Requirements of NJSA 10:5-36 et seq. and NJAC 17:27.

11. In accordance with NJSA 40A:11-23.1.c, the Bidder is advised that Uniformed Law Enforcement Officers may be required for the project, when directed by Town of Dover. *If required*, the Town of Dover will provide for the direct payment of said Officers and any other costs directly associated with the provision of those Officers. The Town of Dover shall not be responsible for additional Traffic Control costs, including the cost of Uniformed Law Enforcement Officers, and any other costs directly associated with the provision of those Officers, beyond the number of working days specified in the Contract.

12. Bidder will complete the work for the following prices(s):

**PROPOSAL****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

Bidders are referred to the “General Provisions and Technical Specifications” section of the bid documents for clarification on the bid items. The Town of Dover reserves the right to award the bid on an item by item basis.

ITEM NBR.	UNIT MEAS.	QUANTITY		DESCRIPTION	Supply and/or Install	UNIT PRICE IN FIGURES
		Min.	Max.			
Case #1 – Hydrant Assembly Only						
1	UNIT	0	100	Replace the Hydrant Assembly for a depth $D \leq 5'$ , Installation only (all material supplied by Water Dept., Deliver old Hydrant to Water Department)	Install	\$ _____
ADD-1	LF			Additional Cost per foot of Depth, for a depth $D > 5'$	Install	\$ _____
2	UNIT	0	50	Replace the Hydrant Assembly for a depth $D \leq 5'$ , Installation and Material (., Deliver old Hydrant to Water Department)	Supply and Install	\$ _____
ADD-2	LF			Additional Cost per foot of Depth, for a depth $D > 5'$	Supply and Install	\$ _____

Case #2 – Hydrant Assembly & Shut-off Valve						
3	UNIT	0	20	Replace the Hydrant Assembly and Shut-off Valve out to beyond the Shut-off Valve for a depth $D \leq 5'$ and a Length $B \leq 5'$ , Installation only (all material supplied by Water Dept., ., Deliver old Hydrant to Water Department)	Install	\$ _____
ADD-3	LF			Additional Cost per foot of Depth, for a depth $D > 5'$	Install	\$ _____
ADD-3a	LF			Additional Cost per foot of Length $B > 5'$	Install	\$ _____
4	UNIT	0	20	Replace the Hydrant Assembly and Shut-off Valve out to beyond the Shut-off Valve for a depth $D \leq 5'$ , Installation and Material (., Deliver old Hydrant to Water Department)	Supply and Install	\$ _____
ADD-4	LF			Additional Cost per foot of Depth, for a depth $D > 5'$	Supply and Install	\$ _____
ADD-4a	LF			Additional Cost per foot of Length $B > 5'$	Supply and Install	\$ _____

**Case #3 – Hydrant Assembly, Shut-off Valve & Piping out to Main**

5	UNIT	0	20	Replace the Hydrant Assembly, Shut-off Valve and piping out to the existing main, replace the main Tee with 6"X6"X6" Tee for a depth D ≤ 5' and a Length C ≤ 15', Installation only (all Material supplied by Water Dept., ., Deliver old Hydrant to Water Department)	Install	\$ _____
ADD-5	LF			Additional Cost per foot of Depth, for a depth D >5'	Install	\$ _____
ADD-5a	LF			Additional Cost per foot of Length C >5'	Install	\$ _____
ADD-5b	UNIT			Additional Cost per unit for 8"X8"X6" Tee	Install	\$ _____
ADD-5c	UNIT			Additional Cost per unit for 10"X10"X6" Tee	Install	\$ _____
ADD-5d	UNIT			Additional Cost per unit for 12"X12"X6" Tee	Install	\$ _____
6	UNIT	0	20	Replace the Hydrant Assembly, Shut-off Valve and piping out to the existing main, replace the main Tee with 6"X6"X6" Tee for a depth D ≤ 5' and a Length C ≤ 15', Installation and Material (., Deliver old Hydrant to Water Department)	Supply and Install	\$ _____
ADD-6	LF			Additional Cost per foot of Depth, for a depth D >5'	Supply and Install	\$ _____
ADD-6a	LF			Additional Cost per foot of Length B >5'	Supply and Install	\$ _____
ADD-6b	UNIT			Additional Cost per unit for 8"X8"X6" Tee	Supply and Install	\$ _____

ADD-6c	UNIT		Additional Cost per unit for 10"X10"X6" Tee	Supply and Install	\$ _____
ADD-6d	UNIT		Additional Cost per unit for 12"X12"X6" Tee	Supply and Install	\$ _____

UNOFFICIAL COPY  
Not to Be Used For Bidding

**Case #4 – Hydrant Assembly, Shut-off Valve & Piping out to Main, Wet Tap By Others**

7	UNIT	0	20	New Hydrant Assembly, Shut-off Valve and piping out to the existing main, Wet Tap at Main by Others, and Remove the existing Hydrant Assembly, Shut-off old Hydrant Valve and Excavate and Remove Existing Hydrant (Deliver old Hydrant to Water Department) and Cap at Hydrant Valve; for a depth $D \leq 5'$ and a Length $C \leq 15'$ , Installation only (all material supplied by Water Dept.)	Install	\$ _____
ADD-7	LF			Additional Cost per foot of Depth, for a depth $D > 5'$	Install	\$ _____
ADD-7a	LF			Additional Cost per foot of Length $B > 15'$	Install	\$ _____
ADD-7b	UNIT			Additional Cost to Over Excavate Wet-Tap Area for Wet Tap (by others) <u>and</u> Excavate Existing Hydrant Tee Area near Main for Line Stop installation (by others) – See Case #4 Detail for size of required excavations	Install	\$ _____
8	UNIT	0	20	New Hydrant Assembly, Shut-off Valve and piping out to the existing main, Wet Tap at Main by Others, and Remove the existing Hydrant Assembly, Shut-off old Hydrant Valve and Excavate and Remove Existing Hydrant (Deliver old Hydrant to Water Department) and Cap at Hydrant Valve; for a depth $D \leq 5'$ and a Length $C \leq 15'$ , Installation and Material	Supply and Install	\$ _____



ADD-8	LF		Additional Cost per foot of Depth, for a depth D >5'	Supply and Install	\$ _____
ADD-8a	LF		Additional Cost per foot of Length B >5'	Supply and Install	\$ _____
ADD-8b	UNIT		Additional Cost to Excavate Wet-Tap and Line Stop installation Areas (Wet Tap and Line Stop by others)	Supply and Install	\$ _____

Miscellaneous Items						
M-1	UNIT	0	50	Test Pit Existing Hydrant to expose Hydrant and 3' of pipe toward Main (If and Where Directed)	Supply and Install	\$_____
M-2a	UNIT	0	60	4" HYMAX 2 Coupling	Supply and Install	
M-2b	UNIT	0	120	6" HYMAX 2 Coupling	Supply and Install	
M-2c	UNIT	0	40	8" HYMAX 2 Coupling	Supply and Install	
M-2d	UNIT	0	40	10" HYMAX 2 Coupling	Supply and Install	
M-2e	UNIT	0	40	12" HYMAX 2 Coupling	Supply and Install	
M-3	LF	0	400	Over Night Plating of Excavation (If and Where Directed)	Supply and Install	\$_____
M-4	DAY	0	40	Excavation Dewatering (If and Where Directed)	Supply and Install	\$_____
M-5	UNIT	0	60	45 Degree DI Elbows with Restrained MJ (If and Where Directed)	Supply and Install	\$_____
M-5A	UNIT	0	50	6" X 4" DI Reducer with Restrained MJ (If and Where Directed))	Supply and Install	\$_____
M-6	SY	0	70	Surface Restoration Type 1 (Grassed Area)	Supply and Install	\$_____
M-7	SY	0	70	Surface Restoration Type 2 (Concrete Sidewalk Area)	Supply and Install	\$_____
M-8	SY	0	300	Surface Restoration Type 3 (Municipal Roadway - Asphalt)	Supply and Install	\$_____

M-9	SY	0	100	Surface Restoration Type 4 (Municipal Roadway - Concrete)	Supply and Install	\$_____
M-10	SY	0	60	Surface Restoration Type 5 (County Roadway - Asphalt)	Supply and Install	\$_____
M-11	SY	0	15	Surface Restoration Type 6 (County Roadway - Concrete)	Supply and Install	\$_____
M-12	SY	0	10	Surface Restoration Type 7 (State Roadway - Asphalt)	Supply and Install	\$_____
M-13	SY	0	15	Surface Restoration Type 8 (State Roadway - Concrete)	Supply and Install	\$_____
M-14	LF	0	50	Surface Restoration –9" X 18" Concrete Vertical Curb (If and Where Directed)	Supply and Install	\$_____
M-15	LF	0	150	Surface Restoration – Granite Curb (If and Where Directed)	Supply and Install	\$_____
M-16	CY	0	90	Additional Cost for Flowable Fill Backfill in Lieu of DGA Backfill (If and Where Directed)	Supply and Install	\$_____
M-17	CY	0	10	Miscellaneous Concrete (If and Where Directed)	Supply and Install	\$_____
M-18	UNIT	0	10	CREDIT for Hydrant Valve & Valve Box where Wet Tap Valve will serve as Hydrant Valve (If and Where Directed)	Supply and Install	\$_____ (Credit)
M-19	DAY	0	10	Traffic Control Truck with Mounted Crash Cushions (If and Where Directed)	Supply and Install	\$_____
M-20	SY	0	50	CREDIT for Elimination of Stage 2 Milling & Paving Portion of Surface Restoration Types 3 thru 6 (If and Where Directed)	Supply and Install	\$_____ (Credit)

I propose to use the following make and model Hydrants

- ☐ Mueller 5 ¼" A423 Super Centurion "250" w/ Two Hose Nozzles & One Pumper Nozzle – 250PSI WP – 500 PSI Test Pressure with 5" Storz Pumper Nozzle, Cap & Cable
  - ☐ Other:
- 

Note: If "Other" is checked, I have attached to this proposal all necessary information to prove equivalency to the Technical Specification as required by the Specifications.

I propose to use the following make and model Resilient Wedge Gate Valves

- ☐ Mueller A2361 Resilient Wedge Gate Valve, 350psi
  - ☐ Other:
- 

Note: If "Other" is checked, I have attached to this proposal all necessary information to prove equivalency to the Technical Specification as required by the Specifications.

I propose to use the following make and model Mechanical Joint Restraint

- ☐ Megalug Series 1100
- ☐ Other:

Note: If "Other" is checked, I have attached to this proposal all necessary information to prove equivalency to the Technical Specification as required by the Specifications.

I propose to use the following make and model Pipe Coupling

- ☐ HYMAX 2 Coupling
- ☐ Other:

Note: If "Other" is checked, I have attached to this proposal all necessary information to prove equivalency to the Technical Specification as required by the Specifications.

I propose to use the following make and model Geotextile Fabric for Hydrant Drains

- ☐ Mirafi 160N needle punched nonwoven polypropylene geotextile fabric
- ☐ Other:

Note: If "Other" is checked, I have attached to this proposal all necessary information to prove equivalency to the Technical Specification as required by the Specifications.

This is an "Open Ended Contract" and the prices bid are solicited on a unit basis because exact quantities needed are not known at the time of bid. If awarded this contract, The Town of Dover may purchase the minimum or maximum quantity of any of the items above, at any time within the Contract Period and in any quantity. This Contract shall run for a period of one (1) year from date of award of this Contract and may be extended to a second year at the discretion of the Town of Dover with 30 days written notice.

Submitted on \_\_\_\_\_ 20 \_\_\_\_\_

Bidder Is:

**An Individual**

By: \_\_\_\_\_  
(Individual's Name - Print or Type)

Doing Business As \_\_\_\_\_

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

\_\_\_\_\_

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Bidder Is:

**A Partnership**

By: \_\_\_\_\_ (Seal)  
(Firm Name - Print or Type)

\_\_\_\_\_  
(General Partner - Print or Type)

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

\_\_\_\_\_

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\* Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day Of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

Bidder Is:

**A Corporation**

By: \_\_\_\_\_ (Seal)  
(Corporation Name - Print or Type)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized To Sign - Print or Type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

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

Phone No.: \_\_\_\_\_

\* Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day Of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

Bidder Is:

**A Joint Venture**

By \_\_\_\_\_ (Seal)  
(Name - Print or Type)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature) \*

By \_\_\_\_\_ (Seal)  
(Name - Print or Type)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature) \*

By \_\_\_\_\_ (Seal)  
(Name - Print or Type)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature) \*

(Each Joint Venture must sign. The manner of signing for each individual, Partnership, and Corporation that is a part to the Joint Venture should be in the manner indicated above.)

\* Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day Of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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



**NON COLLUSION AFFIDAVIT****TOWN OF DOVER, MORRIS COUNTY****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

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

SS

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

I, \_\_\_\_\_ of the City of

(Name)

\_\_\_\_\_ in the County of \_\_\_\_\_

and the 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 \_\_\_\_\_

am the Bidder making the Proposal to **Town of Dover** for the work under**2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

and that I executed the said proposal with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Town of Dover** relies upon the truth of the statements contained in this affidavit in awarding the said Contract for the said Project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding, except bonafide employees of the Contractor, and as may be permitted by law.

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

### CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION PROGRAM

This certification is made pursuant to Public Law 1975, Chapter 127 and the rules promulgated thereunder. In accordance therewith, the Bidder and Subcontractors agree to comply with applicable rules and to either obtain approval from the Treasurer of the State of New Jersey or to offer proof of an existing Federally approved affirmative action program.

#### CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

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

1. Bidder has an approved Federal Compliance program and attaches a copy of the letter of approval.

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Subcontractors proposed for this contract have approved Federal Compliance programs and attach letters of approval.

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Bidder agrees to comply with State Affirmative Action Regulations and to file appropriate documents with the State Agency upon notice of award of this contract.

YES \_\_\_\_\_ NO \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_

Notary Public

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

### STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership. who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

In the event there is no individual stockholder in the corporation or partnership who owns ten percent (10%) or more of the stock of any class, the bidder shall submit a statement indicating such.

BIDS ARE NOT VALID IF SUBMITTED WITHOUT A STATEMENT OF OWNERSHIP, AND NO BIDDER SUBMITTING SUCH AN INVALID BID IS ELIGIBLE TO BE AWARDED THE PUBLIC CONTRACT.

If you are a Partner or Corporation, in order for your Bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

1. *Partners with 10% or Greater Interest:*

NAMES

ADDRESSES

2. *Owners of 10% or More of the Stock of the Corporation, including stock of all Classes:*

NAMES

ADDRESSES

3. *If, under Item 2 the Name of a Partnership or Corporation is Listed, List Below the Names of Individual Partners and/or Stockholders of Whatever Class Who Own a 10% or Greater Interest in the Partnership or Corporation Listed Under Item 2:*

NAMES

ADDRESSES

NAME OF BIDDER:

\_\_\_\_\_

\_\_\_\_\_  
Signature (Person who signs Bid Proposal)

## CERTIFICATE OF EXPERIENCE

Corporations from outside of the State of New Jersey shall furnish a certificate to the effect that they are authorized by the Secretary of State to do business in the State of New Jersey.

The Bidder shall state below, or on sheets to be attached, work he has completed which is similar to that proposed in this contract.

The information required below shall include: 1) The Title of the Contract, 2) The Name of the Municipality or Agency, 3) The Name of the Engineer, and 4) The Dollar Value of the Work Completed.

This information will be used to assist the Owner to judge the Bidder's experience, skill and business standing.

OFFICIAL COPY  
Used For Bidding

The undersigned is (an Individual)  
(a Partnership) under the laws of the State of \_\_\_\_\_  
(a Corporation)

having principal offices at \_\_\_\_\_

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

Notary Public

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

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

THE UNDERSIGNED CERTIFIES that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities, recreation or entertainment areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or nation origin, because of habit, local custom, or otherwise.

THE UNDERSIGNED FURTHER AGREES that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000. which are not exempt from the provisions of the provisions of the Equal Opportunity clause; that he/she will retain certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

The undersigned is \_\_\_\_\_  
 (an Individual)  
 (a Partnership) under the laws of the State of \_\_\_\_\_  
 (a Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

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

**ELIGIBILITY AFFIDAVIT****TOWN OF DOVER, MORRIS COUNTY****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

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

) SS

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

I, \_\_\_\_\_ of the City of \_\_\_\_\_

\_\_\_\_\_ in the County of \_\_\_\_\_

and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_ the Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is **NOT** included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and all statements contained in said Proposal and in this affidavit are true and correct and are made with the full knowledge that the 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 said work.

The undersigned further warrants that should the name of the firm making this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of the Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory to this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection and Energy if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(an Individual)

The undersigned is (a Partnership) under the laws of the State of \_\_\_\_\_

(a Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

**EQUIPMENT OWNERSHIP AFFIDAVIT****TOWN OF DOVER, MORRIS COUNTY****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
 the Bidder making the Proposal for the  
 above named Project, and that I executed the said Proposal with full authority to do so; that said Bidder  
 at the time of making this Bid **DOES** own, lease or control all the equipment required to construct the  
 above named project in accordance with the Drawings and Contract Documents.

Said Bidder, if not the actual owner or lessee of any such equipment, indicates on an attached certificate,  
 the source from which said equipment will be obtained and accompanying said certificate is by certificate  
 of the owner or person in control of said equipment definitely granting to the Bidder the control of said  
 equipment required during the time as may be necessary for the completion of that portion of the  
 project.

The undersigned further certifies all statements contained in said Proposal and in this affidavit are true  
 and correct and made with the full knowledge that the 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  
 said work.

(an Individual)  
 The undersigned is (a Partnership) under the laws of the State of \_\_\_\_\_  
 (a Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

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

**LIST OF SUBCONTRACTORS**

**TOWN OF DOVER, MORRIS COUNTY  
2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

In accordance with NJSA 40A:11-16, the following are the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with P.L.1971, c.198 (C.40A:11-1 et seq.). The bidder shall provide evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

**Subcontractor(s) Name(s)****Scope of Work**


(Add Additional Sheet(s) if Necessary)

**Check Only One:**

- ☐ Evidence of Performance Security for the Named Subcontractor(s) is attached  
Or  
☐ Performance Security is supplied by the Bidder

I hereby certify that I agree to award to each subcontractor listed above should I be awarded the contract and that each subcontractor is qualified in accordance with P.L.1971, c.198 (C.40A:11-1 et seq.).

The undersigned is \_\_\_\_\_  
(an Individual)  
(a Partnership) under the laws of the State of \_\_\_\_\_  
(a Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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



**Town of Dover**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1 CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK EITHER BOX WILL  
 RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

- ☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES SHOWING THIS SAME INFORMATION.

Name: \_\_\_\_\_  
 Relationship to Bidder/Vendor: \_\_\_\_\_  
 Description of Activities: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_  
 Bidder/Vendor: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**PART 3 CERTIFICATION**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Town of Dover 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 contracts with the Town of Dover to notify the Town of Dover 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 agreements(s) with the Town of Dover and that the Town of Dover at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Bidder/Vendor: \_\_\_\_\_

**CONTRACT  
(SAMPLE)****TOWN OF DOVER, MORRIS COUNTY****2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_, between the **Town of Dover, Morris County, 37 N. Sussex Street, Dover, New Jersey 07801** hereinafter referred to as the Owner, and

---

(Name of Contractor)

---

(Address of Contractor)

Hereinafter referred to as the Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Contract Work**

- 1.1 The Contractor shall furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all work required by the contract documents **2019 HYDRANT REPLACEMENT PROGRAM OPEN ENDED CONTRACT**, in complete conformance with the contract documents.

**Article 2. Contract Drawings**

- 2.1 There are no Contract Drawings that are part of this Contract:

**Article 3. Engineer**

- 3.1 The work to be performed under this contract has been designed by **Michael A. Hantson, PE – Town Engineer** who is hereinafter called the Engineer. **Robert Kinsey - Water Department Superintendent** will act as the Owner's representative, and assume all duties and responsibilities and have the rights and authority assigned by the Owner in connection with completion of the work in accordance with the contract documents.

**Article 4. Contract Time**

- 4.1 This is an Open Ended Contract. The period of this contract shall be for one (1) year, with the Town of Dover's option to extend it for an additional one (1) year. Should the Town of Dover elect to extend the Contract for one (1) additional year, the Contractor shall be advised in writing

a minimum of 45 days prior to the expiration of the initial one (1) year Contract, unless notice is waived in writing by the Contractor.

- 4.2 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss if the work is not done in a timely fashion. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay Owner in accordance with the provisions of the Technical Specifications.
- 4.3 Deduction for Damages: The Owner may deduct the amount of liquidated damages from monies due the Contractor under this contract. If the time for the completion of this work shall be extended, then the Owner shall be fully authorized and empowered to deduct from the final estimates the amount of liquidated and special damages determined as hereinbefore stipulated, for each day that the Contractor shall be in default as to the prescribed completion of the work beyond the date to which the time for said completion shall have been extended.
- 4.5 In accordance with NJSA 40A:11-23.1.c, the Contractor is advised that Uniformed Law Enforcement Officers will be required for the project. The Owner will provide for the direct payment of said Officers and any other costs directly associated with the provision of those Officers. The Owner shall not be responsible for additional Traffic Control costs, including the cost of Uniformed Law Enforcement Officers, and any other costs directly associated with the provision of those Officers, beyond the number of working days specified in 4.1 above.

#### Article 5. Contract Price

- 5.1 The Owner Shall pay the Contractor for the full performance of the work included in this Contract, the price(s) stipulated in the Proposal hereto attached. Payment shall be subject to the requirements of the Specifications.

#### Article 6. Payment Procedures

- 6.1 The Owner Shall pay the Contractor for the full performance of the work included in this Contract, in accordance with the Payment Procedures stipulated in the Specifications.

#### Article 7. Contractor's Representations

The Contractor makes the following representations:

- 7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents and has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is Acceptable to the Contractor.
- 7.2 The Contractor has visited the Site and has familiarized himself with all local conditions and federal, state and local laws, ordinances rules and regulations that in any manner may affect cost, progress, or performance of the work.

Article 8. Contract Documents

- 8.1 The Contract Documents are defined in the Specifications. The Contract Documents form the Contract, and all are fully a part of the Contract as if attached to this Contract or repeated herein. The Contractor covenants that he has read all the Contract Documents and will follow them.
- 8.2 The contractor acknowledges that “Exhibit B – Mandatory Affirmative Action Language,” that are part of the Contract Documents noted in 8.1 above, are fully apart of this Contract, and that the Contractor covenants that he has read it and will follow it and be bound by it.
- 8.3 The contractor acknowledges that the New Jersey Department of Labor minimum wage rates in effect at the time of award of this Contract that are part of the Contract Documents noted in 8.1 above, are fully apart of this Contract, and that the Contractor covenants that he has read it and will follow it and be bound by it.

Article 9. Miscellaneous

- 9.1 The terms used herein shall have the meaning indicated in the Specifications.
- 9.2 No assignment by a third party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

In witness whereof, the parties hereto have signed this Contract in three (3) counterparts, each of which shall be deemed an original.

This Contract will be effective on \_\_\_\_\_, 20 \_\_\_\_\_.

Attest:

**Owner**  
**Town of Dover**  
**37 N. Sussex Street**  
**Dover, N.J., 07801, By:**

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name & Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name & Title)  
 (Attach Resolution Authorizing Execution)

Attest:

**Contractor**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name & Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name & Title)  
 Seal (If Corporation):

**ACKNOWLEDGMENT FOR CONTRACTOR**  
(Individual & Partnership Form)

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

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_ who I am satisfied is/are the person/persons mentioned in the within instrument and thereupon he/they acknowledge that he/they signed, sealed, and delivered the same as his/their free act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

## ACKNOWLEDGMENT FOR CONTRACTOR

(Corporate Form)

STATE OF )  
 ) SS:  
COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_ who being by me duly sworn on his oath, says that he is \_\_\_\_\_ the named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by \_\_\_\_\_ who was at the date thereof the President of said corporation, in the presence of this deponent, and said President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

Notary Public

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

**ACKNOWLEDGMENT FOR OWNER**  
(Municipal Corporation Form)

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

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_ who by me duly sworn on his oath, says that he/she is the **Town Clerk** of the **Town of Dover**, named in the foregoing instrument; that he/she well knows the corporate seal of said Municipal Corporation; that the seal affixed to said Instruments is the corporate seal of said Municipal Corporation; that the said seal was affixed and the said Instrument signed and delivered by \_\_\_\_\_, who was, at the date thereof, the Mayor of said Municipal Corporation, in the presence of this deponent, and said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and need of said Municipal Corporation, by virtue of authority from its governing body and that deponent, at the same time, subscribed his/her name to said Instrument as an attesting witness to the execution thereof.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Acknowledged and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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



**NOTICE OF AWARD  
(Sample)**

DATED \_\_\_\_\_, 20 \_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

PROJECT:

**TOWN OF DOVER, MORRIS COUNTY  
2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

You are notified that the contract time under the above contract was awarded by the Mayor & Board of Aldermen of the Town of Dover on \_\_\_\_\_, 20 \_\_\_\_ . A copy of the Resolution of Award is attached herewith.

You are hereby directed to secure the appropriate Performance and Payment Bonds, and Insurance in accordance with the Contract Documents and contact the Town Clerk at (973) 366-2200 ext. 1113 in order to arrange for the execution of the Contract.

You are also directed to complete the Initial Project Workforce Report (available at the office of the Business Administrator in Town Hall) to the Town of Dover and Department of the Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracting, P.O. Box 209, Trenton, New Jersey 08625-0002. Failure to submit the completed Initial Project Workforce Report prior to the date indicated for execution of the Contract will result in the rejection of your bid as non-responsive as required by the contract documents.

The Contract must be executed no later than \_\_\_\_\_.

Failure to furnish the required certificates of insurance and to execute the contract by the above date, shall be deemed a refusal to enter into the contract and to have waived all claim to the work and you shall pay the Town all damages sustained by the Town as to consequence of failure to enter into the contract including, but without limiting the generality of the foregoing, all loss from delay and interference with the Town's program and the difference between the amount of your proposal and the amount for which the Town may contract with another to perform the work covered by your proposal, if the latter be in excess of the former.

**Town of Dover**

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

**NOTICE TO PROCEED  
(Sample)**

DATED:

TO:

PROJECT:

**TOWN OF DOVER, MORRIS COUNTY  
2019 HYDRANT REPLACEMENT PROGRAM  
OPEN ENDED CONTRACT**

You are notified that the contract time under the above contract will commence to run on

\_\_\_\_\_. By that date you are to start performing the work and your other obligations under the Contract Documents. The time for start of work and completion is set forth in the Contract.

Before you may start any work at the site, you must deliver to the Owner a certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

**Town of Dover**

BY:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

**GENERAL PROVISIONS AND TECHNICAL SPECIFICATIONS****1. OVERVIEW**

This Contract is an Open-Ended Contract to replace existing Hydrants at various locations within the Service Area of the Dover Water Commission. Those locations are not defined as part of the bid, and this Contract work will involve doing the work where directed in the Service Area for up to a two (2) year Contract period, as an “Open Ended Contract”.

The extent of each Hydrant replacement can vary greatly on existing conditions, the size of the hydrant line, the ability to close valves and the condition of the service valves and line valves in the area, in order to isolate flow to accomplish the work. Accordingly, the proposal is setup to various “Cases” to cover the majority of circumstances that may arise at any of the locations where a Hydrant replacement is needed. The Proposal also shows those cases for both installation only, where the Town of Dover will supply the material, and supply and install, where the contractor supplies the material. Where the Town of Dover supplies the “material” it means only the hydrant, valves, piping fittings and appurtenances; the contractor must still supply the bedding, backfill and surface restoration material and material disposal. Those “Cases” are as follows, and are graphically shown in the attached drawings:

**Case No. 1 – Hydrant Assembly Replacement Only**

Under this case, the work consists of replacing the Hydrant Assembly only.

The existing hydrant and 3’ of pipe toward the main will be exposed before anything is removed, to allow the Town of Dover to examine the size and condition of the hydrant lateral piping and determine if work will proceed under this “Case” or proceed to another “Case”. Should the decision be made by the Town of Dover to proceed with another “Case”, then the excavation work associated with the pipe exposure will be paid under the Miscellaneous Item “Test Pit Existing Hydrant to expose Hydrant and 3’ of pipe toward Main” and the excavation will be backfilled to its original condition.

The depth “D” is to be assumed to be  $\leq 5'$ . Any “D” over 5’ will be paid under the respective “ADD” Item for “Additional Cost per foot of Depth, for a depth  $D > 5'$ .”

If a Pipe Coupling is required, the cost to supply and install the coupling(s) will be paid under the item M-2, HYMAX 2 Coupling.

All removed Hydrants shall be delivered to the Dover Water Department at 100 Princeton Ave., Dover, NJ

The price bid for this “Case” shall include excavation, supply and /or install all necessary pipe, the hydrant and appurtenances, hydrant drainage stone and blocking, pipe bedding, and DGA backfill. Surface Restoration shall be paid under the Miscellaneous Item for the type of surface restoration required, as directed. The Item shall also include the necessary Traffic Control as required by the MUTCD. The cost to supply and install HYMAX 2 Couplings, Overnight Plating of Excavations and Excavation Dewatering will be paid under the “Miscellaneous Items” shown in the Bid Form, if required and directed by the Town of Dover. Pressure and Leakage Testing (If Directed), and Disinfection (Required; Sampling and Lab Work by Town of Dover) shall be included in the price bid.

Case No. 2 – Hydrant Assembly & Shut off Valve

Under this case, the work consists of replacing the Hydrant Assembly & Shut off Valve only.

The existing hydrant and 3' of pipe toward the main will be exposed before anything is removed, to allow the Town of Dover to examine the size and condition of the hydrant lateral piping and determine if work will proceed under this "Case" or proceed to another "Case". Should the decision be made by the Town of Dover to proceed with another "Case", then the excavation work associated with the pipe exposure will be paid under the Miscellaneous Item "Test Pit Existing Hydrant to expose Hydrant and 3' of pipe toward Main" and the excavation will be backfilled to its original condition.

The depth "D" is to be assumed to be  $\leq 5'$ . Any "D" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Depth, for a depth  $D > 5'$ ."

The length "B" is to be assumed to be  $\leq 5'$ . Any "B" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Length  $B > 5'$ ."

If a Pipe Coupling is required, the cost to supply and install the coupling(s) will be paid under the item M-2, HYMAX 2 Coupling.

All removed Hydrants shall be delivered to the Dover Water Department at 100 Princeton Ave., Dover, NJ

The price bid for this "Case" shall include excavation, supply and /or install all necessary pipe, the hydrant and appurtenances, Shut-off Valve and appurtenance, Valve Box, cover and appurtenance, hydrant drainage stone and blocking, Valve blocking, excavation and disposal of excavated material, pipe bedding, and DGA backfill. Surface Restoration shall be paid under the Miscellaneous Item for the type of surface restoration required, as directed. The Item shall also include the necessary Traffic Control as required by the MUTCD. The cost to supply and install HYMAX 2 Couplings, Overnight Plating of Excavations and Excavation Dewatering will be paid under the "Miscellaneous Items" shown in the Bid Form, if required and directed by the Town of Dover. Pressure and Leakage Testing (If Directed), and Disinfection (Required; Sampling and Lab Work by Town of Dover) shall be included in the price bid.

Case No. 3 – Hydrant Assembly, Shut-off Valve & Piping out to Main

Under this case, the work consists of replacing the Hydrant Assembly, Shut-off Valve & Piping out to Main. It assumes that the main can be shut down to allow for the insertion of a new "Tee" in the main, with an all new hydrant lateral.

The existing hydrant and 3' of pipe toward the main will be exposed before anything is removed, to allow the Town of Dover to examine the size and condition of the hydrant lateral piping and determine if work will proceed under this "Case" or proceed to another "Case". Should the decision be made by the Town of Dover to proceed with another "Case", then the excavation work associated with the pipe exposure will be paid under the Miscellaneous Item "Test Pit Existing Hydrant to expose Hydrant and 3' of pipe toward Main" and the excavation will be backfilled to its original condition.

The depth "D" is to be assumed to be  $\leq 5'$ . Any "D" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Depth, for a depth  $D > 5'$ ."

The length "C" is to be assumed to be  $\leq 5'$ . Any "C" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Length C  $>5'$ ."

The main size is assumed to be 6" diameter. Any main size greater than 6" diameter will be paid under the respective "ADD" item for the particular size Tee required.

If a Pipe Coupling is required, the cost to supply and install the coupling(s) will be paid under the item M-2, HYMAX 2 Coupling.

All removed Hydrants shall be delivered to the Dover Water Department at 100 Princeton Ave., Dover, NJ

The price bid for this "Case" shall include excavation, supply and /or install all necessary pipe, the hydrant and appurtenances, Shut-off Valve and appurtenance, Valve Box, cover and appurtenance, main Tee and appurtenances, hydrant drainage stone and blocking, Valve blocking, excavation and disposal of excavated material, pipe bedding, and DGA backfill. Surface Restoration shall be paid under the Miscellaneous Item for the type of surface restoration required, as directed. The Item shall also include the necessary Traffic Control as required by the MUTCD. The cost to supply and install HYMAX 2 Couplings, Overnight Plating of Excavations and Excavation Dewatering will be paid under the "Miscellaneous Items" shown in the Bid Form, if required and directed by the Town of Dover. Pressure and Leakage Testing (If Directed), and Disinfection (Required; Sampling and Lab Work by Town of Dover) shall be included in the price bid.

#### Case No. 4 – Hydrant Assembly, Shut-off Valve & Piping out to Main, Wet Tap By Others

Under this case, the work consists of replacing the Hydrant Assembly, Shut-off Valve & Piping out to Main, Wet Tap By Others. It assumes that the main cannot be shut down to allow for the insertion of a new "Tee", and therefore requires a Wet Tap into the main to allow for the new hydrant lateral. The Contractor will be required to over excavate at the site of the proposed wet tap to a sufficient size to allow the Wet Tap Contractor (others) to perform the wet tap. Should it be determined that the existing hydrant valve cannot be shut off in order to properly remove the existing hydrant, then the Contractor will be paid the pertinent "ADD" Item for "Additional Cost to Over-Excavate Wet-Tap Area to include Existing Hydrant Tee at Main for Line Stop installation (by others)" to allow the installation of a Wet Tap Contractor (others) to install a Line Stop in the existing hydrant lateral near the main.

The existing hydrant and 3' of pipe toward the main will be exposed before anything is removed, to allow the Town of Dover to examine the size and condition of the hydrant lateral piping and determine if work will proceed under this "Case" or proceed to another "Case". Should the decision be made by the Town of Dover to proceed with another "Case", then the excavation work associated with the pipe exposure will be paid under the Miscellaneous Item "Test Pit Existing Hydrant to expose Hydrant and 3' of pipe toward Main" and the excavation will be backfilled to its original condition.

The depth "D" is to be assumed to be  $\leq 5'$ . Any "D" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Depth, for a depth D  $>5'$ ."

The length "C" is to be assumed to be  $\leq 5'$ . Any "C" over 5' will be paid under the respective "ADD" Item for "Additional Cost per foot of Length C  $>5'$ ."

The main size is assumed to be 6" diameter. Any main size greater than 6" diameter will be paid under

the respective “ADD” item for the particular size Tee required.

If a Pipe Coupling is required, the cost to supply and install the coupling(s) will be paid under the item M-2, HYMAX 2 Coupling.

All removed Hydrants shall be delivered to the Dover Water Department at 100 Princeton Ave., Dover, NJ

If the existing main is greater than 5’ in depth, the hydrant lateral shall be brought up to the 5’ depth immediately adjacent to the wet tap (by others) utilizing 45 Degree DI Elbows with Restrained Mechanical Joints. These fittings will be paid under the Miscellaneous Item “45 Degree DI Elbows with Restrained MJ”.

The price bid for this “Case” shall include excavation, supply and /or install all necessary pipe, the hydrant and appurtenances, Shut-off Valve and appurtenance, Valve Box, cover and appurtenance, main wet tap excavation (wet tap by others), hydrant drainage stone and blocking, Valve blocking, excavation and disposal of excavated material, pipe bedding, and DGA backfill. Surface Restoration shall be paid under the Miscellaneous Item for the type of surface restoration required, as directed. The Item shall also include the necessary Traffic Control as required by the MUTCD. The cost to supply and install HYMAX 2 Couplings, Overnight Plating of Excavations and Excavation Dewatering will be paid under the “Miscellaneous Items” shown in the Bid Form, if required and directed by the Town of Dover. Pressure and Leakage Testing (If Directed), and Disinfection (Required; Sampling and Lab Work by Town of Dover) shall be included in the price bid.

## **2. PROJECT LOCATION**

The location of the work shall be anywhere within the Service Area of the Town of Dover Water Commission, which includes the Town of Dover, the Borough of Victory Gardens, and parts of Rockaway Township, Rockaway Borough, Mine Hill, Wharton Borough and Randolph Township. The Service Area Map is available for review at the Town of Dover Water Department Office, 1000 Princeton Ave., Dover, NJ, between the hours of 8:30AM and 3:30PM, Monday through Friday, excepting Holidays.

## **3. INQUIRIES REGARDING THE WORK**

Inquiries regarding the various types of work of this Contract shall be directed to the following representatives of the Town:

Before Award of the Contract:

**Robert Kinsey – Water Superintendent**

Town of Dover Water Department

37 N. Sussex Street

Dover, NJ 07801

All inquiries shall include the following:

- a) Name of the company;
- b) Telephone number, fax number, and contact person; and
- c) Specifics of the inquiry, including anticipated impacts.

The Town will investigate the information provided in the inquiry and then respond through an addendum only if determined to be necessary.

After Award of the Contract:

**Robert Kinsey – Water Superintendent**  
Town of Dover Water Department  
37 N. Sussex Street  
Dover, NJ 07801

**4. QUALIFICATION OF PROSPECTIVE BIDDERS**

Bidders must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance, at the time of bid pursuant to the "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91).

When requested by Owner, each Bidder shall submit a detailed financial statement. Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Owner that the Bidder is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a Bidder's deposit by Owner shall not be construed as prequalification of that Bidder.

The apparent low Bidder may be required to furnish in writing the following information within five days after the receipt of Proposals:

- A. Detailed background and experience of the principal members of organization, including officers.
- B. Detailed description of some of the projects executed.
- C. A current certified financial statement, showing assets, obligations and net worth of the Bidder, names of banking connections.
- D. Detailed list of contract on hand and amount of each.
- E. Identification of all stockholders or partners who control more than 10 percent of the Bidder's Firm.
- F. Other information as may be requested by the Town of Dover.

Bidders shall be experienced in the kind of work to be performed, the magnitude thereof, have the necessary equipment therefor, and sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate of or within the time specified. A Bid may be rejected if the Bidder is already specified. A Bid may be rejected if the Bidder is already obligated for the performance of other work which may delay the commencement, prosecution, or completion of the work.

**5. REVISIONS BEFORE SUBMITTING A BID**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Engineer. To be given consideration all written inquiries must be received by the Engineer five or more days prior to the date set for the receipt of Bids. Every interpretation made to a Bidder will be in the form of an Addendum

to the Contract Documents and when issued will be on file at the offices of Owner and Engineer at least five (5) days before bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

All Bidders are required to complete the Acknowledgment of Receipt of Addenda included in the Proposal.

The Bidder shall request clarification of all matters of confusion or conflict in the Contract Documents. Bid strategy should not be based on the Bidder's unilateral interpretation of the Contract Documents. No future claims arising out of the Bidder's interpretations as such will be considered.

## **6. SUBMISSION OF BIDS**

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as follows:

**Town of Dover  
37 N. Sussex Street  
Dover, New Jersey 07801  
ATTENTION: Town Clerk**

The Bid Proposal shall be submitted in the bound Specification book with the Bidder's name address and telephone number filled out on the cover in the space provided. The Specification with the Bid Proposal shall be left intact in every respect.

The bidder's attention is called to the Surety's Consent form found in the Proposal.

The bidder shall furnish with his Proposal the following completed and signed items:

- a. Non-Collusion Affidavit.
- b. Certification of Bidder Regarding Affirmative Action Program.
- c. Statement of Ownership.
- d. Certificate of Experience.
- e. Certificate of Nonsegregated Facilities.
- f. Eligibility Affidavit.
- g. Equipment Ownership Affidavit
- h. Business Registration Certificate
- i. List of Subcontractors
- j. Public Works Contractor Registration Certificate
- k. Disclosure of Investment Activities in Iran Form

The information required above shall be furnished on the forms included in the Specifications book. Before award is made to a bidder, not a resident of the State, each bidder shall designate a proper agent in the State on whom services of process can be made in the event of litigation.



**7. WITHDRAWAL OF PROPOSALS**

Negligence on the part of the Bidder in preparing his bid confers no right for the withdrawal of the Bid after it has been opened, except as specifically authorized under NJSA 40A:11-23.3.

Any Bidder upon a properly notarized written request will be given permission to withdraw his Bid not later than the time set for opening. At the time of opening of the Bids, when such Bid is included, it will be returned to the Bidder unread.

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:

**Donald Travisano  
Town Administrator  
Town of Dover  
37 N. Sussex St.  
Dover, NJ 07801**

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) 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, Donald Travisano - Town Administrator / Purchasing Agent, 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 Town of Dover's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Town of Dover 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 (5) business days following the opening of bids.

**8. AWARD OF CONTRACT**

Within 60 days of receipt of bids, except where Owner exercises the right to reject any or all Bids, Owner will award the Contract to the lowest responsible Bidder on the basis of the Base Bid as stated in the Bid Form, who furnished adequate security therefor and complied with all requirements of the Advertisement for Bids and these instructions to Bidders, after investigations are made to determine the Bidder's responsibility and capability, and based upon the acceptability by Owner of the list of subcontractors proposed for the Work by the Bidder.

When two or more bids are equal in all respects, award may be made by lot, at the discretion of the

Owner, which shall be witnessed by at least three persons and which may be attended by the Bidders or their representatives.

After the opening of bids and when directed by the Owner, the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial conditions present and proposed plant and equipment, the personnel and qualification of his working organization, prior experience on similar work and methods included in this Contract and performance record. The Bidder shall prove to the satisfaction of the Owner that he has successfully completed a Contract for similar work of not less than 50% of the amount of the proposed Contract. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of Owner and no other act of Owner shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Agreement as provided hereinafter. The rights and obligations provided for in the Contract shall become effective.

#### **9. FAILURE TO EXECUTE CONTRACT**

The Bidder to whom the Contract is awarded shall execute such Contract and Bond required within ten (10) days after the Contract has been forward to him for execution by the Owner. Should the Bidder fail to execute and deliver the Contract and Bond within the time above mentioned the Owner may thereupon, in his discretion declare the Bid forfeited and may either award that Contract to the next highest Bidder or re-advertise that Contract for new Proposals, in which case the Surety Company(ies) will pay, without proof of notice or demand to the Owner:

- (a) The expense of reletting the Contract
- (b) Any difference between the sum which the said Bidder would have been entitled to receive upon the completion of the Contract if awarded to him and the sum which the Owner may be obliged to pay to the person or persons by whom Contract shall be finally executed, provided the latter sum be greater, using the quantities given in the Contractor's Proposal as the basis of comparison.

#### **10. APPLICABLE LAW**

In the execution of the Contract, the Contractor shall observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the Contract, including but not limited to Labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work hereunder in his relations with the Owner or any other persons, and also all laws; codes and ordinances controlling or limiting the Contractor while engaged in executing the work under the Contract.

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the Labor laws and other laws of the state in which work is being executed, including but not limited to:

- A. Davis-Bacon and NJ Prevailing Wage Act. All laborers and mechanics employed by contractors

or subcontractors in the performance of construction work relative to a construction contract in excess of \$2,000.00 financial in whole or in part with grants or loans under the Small Cities CDBG Program shall be paid wages at rates not less than those prevailing on similar construction. The Davis-Bacon Act, as amended (40 USC 276(a)-et seq.), applies to the rehabilitation of residential property only if such property is designed for residential use for eight or more families.

- B. Copeland Act. The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. Contractors and subcontractors are required to submit appropriate weekly compliance statements and payrolls to the grantee.
- C. Contract Work Hours and Safety Standards Act. The Contract Work Hours and Safety Standards Act (40 USC 327-333) provides that laborers and mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week. In the event of violations, the contractors or subcontractor shall be liable to any effected employee for his unpaid wages as well as to the United States for liquidated damages.

## 11. INSURANCE

The Contractor shall pay on behalf of, defend and save harmless, the Town of Dover, its employees and all officials, from and against all losses, claims, demands, payments, suites, actions, recoveries and judgments of every nature and description brought or recoverable against it or by reason of any act or omission of the Contractor, his agent, employees, vendors, subcontractors, or sub subcontractors, in the execution of the work or in consequence of any negligence or carelessness in guarding the same, or in keeping the public areas safe for continued safe public passage at all times.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress or work until the same shall have been completed and accepted. Contractor shall also assume all blame or loss by reasons of neglect or violation of any State or Federal law or Municipal rule or law, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. The Contractor shall make good any injury that may have occurred to any adjoining surface, building, structure or utility in consequence of this work.

Certificates of liability and Workmen's Compensation Insurance satisfactory to the Owner and the Engineer shall be filed with the Owner and the Engineer before the Contract is signed. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Owner, Engineer and their agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contract shall spell out specifically that the above indemnification is guaranteed by the policy.

The minimum amounts of insurance to be carried by the Contract shall be as follows:

- (a) Workmen's Compensation and Employer's Liability Insurance the Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation and Employer's

Liability Insurance for all employees employed in connection with the work, and in case any work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for the employees of the latter, unless such employees are covered by the protection afforded by the Contract. Employee's Liability insurance shall have limits not less than \$500,000 per accident, or for disease \$100,000 per claim.

- (b) Public personal injury liability and property damage liability, including contingent liability and contractual liability and independent contractors.

Any one occurrence ..... \$1,000,000

Annual Aggregate ..... \$3,000,000

- (c) Automobile Liability Insurance:

Per Occurrence Limit of ..... \$1,000,000

If any work is sublet, insurance of the same types and limits shall be provided by or for each Subcontractor. Property damage insurance shall be extended to cover damage to underground wires, pipes, ducts, conduits, etc.

The policies shall remain in force for the full term of the Contract. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his bid.

Thirty (30) days of notification of cancellation of any insurance must be given to the Owner. The insurance must be reinstated and reviewed by the Township Attorney before cancellation of prior insurance becomes effective. Failure to comply is cause for breach of Contract.

In addition to the above, for work in Morris County Roads, the Contractor shall supply Insurance Certificates and the required endorsement in accordance with the Attached "Required Information to Apply for Road Opening Permit" for Morris County.

There shall be no bid item or separate payment for the aforementioned insurance(s). The Contractor/Bidder shall include the cost of providing said insurance(s) in the various bid items shown.

## **12. TOWN AND CONTRACTOR WORK RESPONSIBILITIES**

The Town of Dover will, at its own expense and with its own manpower, at no cost to the Contractor:

- Secure all necessary permits
- Provide police traffic directors (if required),
- Provide site access for the contractor's equipment
- Provide hydrants, piping, valves, fittings and appurtenances for those bid items that indicate "all material supplied by Dover Water Department". Note that this DOES NOT include backfill material, bedding material, trench and any pavement/surface disturbance as required.

The contractor shall be responsible for supplying all tools, excavation and lifting equipment and all else necessary to install the hydrants, valves and appurtenances. The Town of Dover will supply all tapping valves and sleeves, insertion valves and the installation of same (under a separate Contract), if required with necessary hardware. The contractor will supply all hydrants, piping, valves, fittings and appurtenances for those bid items that indicate "Supply and Install". This includes:

- Excavate the required trench to a depth and width required for the work

- Provide and install stone bedding
- Provide required trench/excavation dewatering (if required)
- Provide required traffic control devices
- Provide and install required concrete encasements, thrust blocking, and joint restraint
- Provide and install backfill and restore the trench and any pavement/surface disturbance as required
- Remove and dispose of any excess and/or unsuitable excavated material

The period of this contract shall be for one (1) year, with the Town of Dover's option to extend it for an additional one (1) year. Should the Town of Dover elect to extend the Contract for one (1) additional year, the Contractor shall be advised in writing a minimum of 30 days prior to the expiration of the initial one (1) year Contract, unless notice is waived in writing by the Contractor.

### **13. START TIME, COMPLETION TIME AND LIQUIDATED DAMAGE**

The bidder shall be required to arrive on-site with all necessary tools, material, equipment and all else necessary to supply and/or install the Hydrant Replacements no more than One (1) week (seven (7) calendar days) after being notified by the Town of Dover Water Department under the various bid items. The normal working hours shall be 7:00AM to 3:30PM, Monday through Friday.

The time for completion of the installation of Hydrant Replacements shall be no more than 48 hours from the time the Contractor arrives on the project site for a hydrant replacement.

Time is of the essence as to all time frames stated above for start of work and completion of work. Failure by the contractor to arrive within the specified time period or complete the work within the specified time period shall result in liquidated damages.

Because it is difficult or impossible to accurately estimate the damages incurred, the parties agree that if the Contractor fails to arrive within the specified time period or complete the work within the specified time period, the Contractor shall pay the Town of Dover the liquidated damages as follows:

For each Calendar Day that the Contractor fails to arrive within the specified time period or complete the work within the specified time period, the Contractor shall pay liquidated damages to the Town in the amount of \$300.00.

### **14. EQUIVALENT PRODUCT**

Bids will be accepted for consideration on any make or model that is equal or superior to that specified. Decisions of equivalency will be at the sole interpretation of the Town of Dover's Water and Engineering Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed product(s) are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid may be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed is equivalent, if requested.

**15. INTERPRETATIONS**

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Town Engineer. Based upon such inquiry, the Town may choose to issue an Addendum in accordance with NJSA 40A:11-23.

**16. BID PREPARATION**

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Town of Dover will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to provide products or materials that do not meet each section of the technical specification will cause the proposal to be rejected without review and considered "non-responsive". All variances, exceptions and/or deviations shall be fully described and/or supplemented as necessary with attachments. Deceit in responding to the specification may be cause for rejection.

It is the intent of this specification to provide for the purchase of a minimum of zero (0) and a maximum of the number specified of each item, as and when required, as an Open Ended Contract.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the Town when standardization, price, product, safety, quality and delivery are considered. Town of Dover reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsive and responsible bid meeting the requirements of this specification.

The Town of Dover, in an ongoing commitment to promote the security of American manufacturing and assembly jobs, requires American manufactured and assembled products for Town projects where it is deemed in the best interest of the Town.

**17. SURFACE RESTORATION AND ROAD OPENING PERMITS**

The Town of Dover will secure all necessary Road Opening Permits from Morris County, the New Jersey Department of Transportation, and other Municipal Roadways. No permit will be required for work in Town of Dover Roadways.

**Morris County Road Opening Permit**

The Contractor shall supply the Town of Dover with a Certificate of Insurance in accordance with the attached Document entitled "Required Information to Apply for Road Opening Permit," by Morris County. The Town of Dover will make the permit application and pay any necessary fees and guarantees. The Contractor shall be responsible for the required Maintenance of Traffic as noted in the referenced Document, at no additional cost, and shall be required to adhere to all other requirements of said permit.

Surface Restoration shall be as noted in the attached Document and paid for under the appropriate Miscellaneous Item(s) in the bid form.

#### NJDOT Road Opening Permit

The Contractor shall assist the Town of Dover in completing the attached Document entitled “Application for Utility Opening” by the NJDOT. The Contractor shall be responsible for the required Maintenance of Traffic as noted in the section entitled “Protection of Traveling Public” in the referenced Document, at no additional cost, and shall be required to adhere to all other requirements of said permit. Surface Restoration shall be as noted in the attached Document and paid for under the appropriate Miscellaneous Item(s) in the bid form.

#### Municipal Roads

The Contractor shall assist the Town of Dover in completing the necessary permits that may be required in municipal roads other than the Town of Dover. Traffic control shall be the responsibility of the Contractor. Surface Restoration shall be as noted in the attached Details and paid for under the appropriate Miscellaneous Item(s) in the bid form.

### **18. PIPE, FITTINGS AND PIPE JOINTS**

#### **1. Material**

All water mains and hydrant pipe shall be cement lined Ductile Iron Pipe, Class 52 unless otherwise noted.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall have standard coating on the exterior. Pipe shall also have a cement-mortar lining on the interior in accordance with ANSI/AWWA C104/A21.4, of latest revision.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer’s mark, country where cast, year in which the pipe was produced, and the letters “DI” or “Ductile” shall be cast or stamped on the pipe.

All pipe for water mains shall be furnished with Push-on Type Joints, such as Tyton® or Fastite®. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings and accessories for water mains shall be furnished with either Push-on or Mechanical Type Joints in accordance with ANSI/AWWA C111/A21.11, of latest revision. Fittings and accessories for hydrant lines shall be furnished with Mechanical Type Joints in accordance with ANSI/AWWA C111/A21.11, of latest revision, with Mega Lug joint restraint on all joints.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of ANSI/AWWA C600. Newly installed Ductile Iron water mains shall be disinfected in accordance with the latest revision of ANSI/AWWA C651 prior to placing in service.

#### Mechanical Joint Restraint

All pipe and fitting joints from the water main to the hydrant shall be restrained mechanical joints consisting of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal. The devices shall have a working pressure rating of 350 psi for 3-16 inch, 250 psi for 18-48 inch and 200 psi for the 54 inch size. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes.

The restraint device shall consist of the following:

- a. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.
- b. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN.
- c. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.
- d. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

The restraint device shall have the following Traceability:

- a. An identification number consisting of year, day, plant and shift (YYDDD) (plant designation) (Shift number), shall be cast into each gland body.
- b. All physical and chemical test results shall be recorded such that they can be accessed via the identification number on the casting. These Material Traceability Records (MTR's) are to be made available, in hard copy, to the purchaser that requests such documentation and submits his gland body identification number.
- c. Production pieces that are too small to accommodate individual numbering, such as fasteners and wedges, shall be controlled in segregate inventory until such time as all quality control tests are passed. These component parts may then be released to a general inventory for final assembly and packaging.
- d. All components shall be manufactured and assembled in the United States. The purchaser shall, with reasonable notice, have the right to plant visitation at his/her expense.

Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size).

Coating for restraint devices shall consist of the following:

- a. All wedge assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid thermoset epoxy coating with heat cure to follow each



- coat.
- b. All casting bodies shall be surface pretreated with a phosphate wash, rinse and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact and UV resistance.
- c. The coating system shall be MEGA-BOND by EBAA Iron, Inc. or approved equal.

## 2. Installation, Testing and Disinfection

Water main trench details for excavation, pipe bedding and backfill are shown on the Contract Drawings. Surface restoration shall be done in the manner shown on the Contract Drawings for the various types of surfaces. Surface Restoration shall be paid under the various Miscellaneous Surface Restoration Bid Items

Excavation shall be performed in accordance with OSHA Standard 29 CFR Part 1926, "Safety and Health Regulations for Construction," Subpart P "Excavations," Standard Number 1926.650, latest revision., latest revision. The Contractor shall hold the Town of Dover harmless for injuries and/or damages resulting from failure to properly adhere to trench protection regulations/requirements in force at the time of a failure or mishap. The Town of Dover will not inspect for compliance with these regulations. The Contractor shall be responsible for compliance. A Certified Competent Person designated by the Contractor shall be on-site at all times excavation or pipe installation is being conducted.

Payment will not be made for excavation or disposal of excavated material, and it shall be included in the various Installation Case Bid Items.

In ledge rock areas, the minimum distance between the outside barrel of the pipe and the excavated rock trench shall be six inches. All ledge rock excavation shall be replaced in accordance with the trench section details shown on the Contract Drawings.

Pipe and fittings shall be carefully inspected for defects prior to installation.

No blocking shall be used to support the pipe except as a temporary method of holding the pipe in position for assembly.

Pipe shall be jointed in accordance with the recommendations of the manufacturer.

All plugs, caps, tees, hydrants and bends deflecting 22-1/2 degrees or more on mains six inches in diameter or larger, shall be provided with adequate concrete reaction backing to the unexcavated portion of the trench. Concrete for reaction backing shall have a compressive strength of 3000 pounds per square inch at 28 days. Required reaction backing dimensions are shown on the Contract Drawings.

Trench Bedding Material

Trench bedding (6" below the pipe and up to the pipes springline) material shall be NJDOT #57 (3/4") clean crushed stone (Coarse Aggregate that is broken stone) with the following Gradation:

<b>NJDOT Spec. Table 901.03-1 Standard Sizes of Coarse Aggregate</b>								
<b>No. (#)</b>	<b>Nominal Size</b>	<b>Amounts finer than each laboratory sieve, percentage by weight</b>						
		<b>1-1/2"</b>	<b>1"</b>	<b>3/4"</b>	<b>1/2"</b>	<b>3/8"</b>	<b>No. 4</b>	<b>No. 8</b>
57	1" – No. 4	100	95-100		25-60		0-10	0-5

Use broken stone that is uniform in texture and quality and that conforms to the requirements specified below:

<b>NJDOT Table 901.03.01-1 Requirements for Broken Stone</b>		
<b>Aggregate Property</b>	<b>Test Method</b>	<b>Maximum Percent</b>
Weathered and deleterious stone	NJDOT A-3	5
Broken stone other than that classification approved for use	NJDOT A-3	5
Flat and elongated pieces for graded material (length greater than 5 times the thickness or width)	ASTM D 4791	10
Absorption in cold water	AASHTO T 85	1.8
Sodium sulfate soundness, loss	AASHTO T 104	10
Percentage of wear (Los Angeles Abrasion Test)	AASHTO T 96	50

The geologic classifications of the material are as follows:

1. Argillite. A thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz, and feldspar or the fine-grained thermal recrystallization products of this assemblage (hornfels). Ensure rock is bedded thickly enough so as not to break into thin pieces at planes of stratification.
2. Carbonate Rock. A thoroughly indurated and cohesive rock composed predominantly of calcite and dolomite, bedded thickly enough so as not to break into thin pieces at planes of stratification. Minerals insoluble in hot hydrochloric acid are discrete grains of quartz, clay, and mica.
3. Gneiss. A metamorphic rock consisting principally of quartz and feldspar. Ensure rock has a dense structure, with a uniform distribution of minerals that will not break into thin pieces at lines of stratification.
4. Granite. An equigranular or porphyritic igneous rock consisting principally of quartz and feldspar.
5. Quartzite. A metamorphic rock composed principally of quartz. Quarry rock so that only the nonarkosic, uniformly compacted quartzites are included in the graded products. Ensure quartzite is not schistose in structure.
6. Trap Rock. An igneous rock, locally, either basalt or diabase, with a uniform distribution of constituent minerals. Amygdaloidal or vesicular basalt is not considered trap rock and is considered a deleterious material for testing purposes.

### Trench Backfill

Trench Backfill (the area above the required Pipe Bedding up to the surface restoration material(s)) shall be Dense-Graded Aggregate conforming to NJDOT Updated Standard Specification for Road and Bridges – 2007, Section 901.10 and may be either “Virgin”, “RCA” or “Virgin and RAP Mixture” in accordance with Section 901.10. Use of excavated material for backfill will not be permitted. Payment will not be made for backfill material or placement, and it shall be included in the various Installation Case Bid Items.

Backfill shall be placed in six inch layers and carefully consolidated by tamping. Selected granular material shall be used for this initial backfill free from frozen earth and stones larger than three inches in diameter.

#### A. Backfill Under Roadways, Sidewalks and Driveways

All backfill more than one foot above the top of pipe in roadways or where sidewalks, driveways, utilities, fences or curbing exist or will be constructed over the area to be backfilled, shall be compacted as follows:

1. Approved vibratory soil compactors shall be used if the backfill material is preponderantly sand or sand and gravel but contains more than 12 percent, by weight, of materials that will pass a 200-mesh sieve.
2. Approved vibratory soil compactors or puddling may be used if the material is preponderantly sand or sand and gravel and contains not more than 12 percent, by weight, of material that will pass a 200-mesh sieve.
3. Approved flat-faced mechanical tampers shall be used if the backfill material is preponderantly sand or sand and gravel.

In (1) and (2) above, approved flat-faced mechanical tampers may be substituted for the vibratory soil compactors where the sheeting and bracing of trenches or other special conditions make the use of vibratory compactors impracticable.

Where mechanical tampers or vibratory soil compactors are used in accordance with the foregoing provisions, the backfill shall be placed and compacted in layers not more than twelve inches thick, loose measurement.

Where trenches are puddled in accordance with the foregoing provisions, the backfill shall be placed in the successive lifts not more than five feet thick. The application of water shall be continuous until thorough puddling of each lift is evidenced by .a. constant head without further addition of water. The puddling procedure should be such that the jet pipe penetrates the entire mass to be jetted at an interval of one jet hole per five square feet of backfill surface. In unpaved areas, if more than a six-inch depth of trench remains unfilled after the final puddling, the remaining backfill shall be mechanically compacted. In paved areas, the puddled material shall not extend above a line two feet below the base of the pavement after settlement. The top two feet of the trench shall be brought to grade with mechanically compacted material to a minimum compaction of 90 percent (based on Modified AASHTO T180 latest revision).

### Flowable Fill

In those instances where backfilling is required within a roadway that will be milled/paved (by others) within a short period of time after the hydrant installation, special "Flowable Fill" may be required as backfill in lieu of DGA, if and where directed. The Flowable Fill will be paid under the Miscellaneous Item M-16 "Additional Cost for Flowable Fill Backfill in Lieu of DGA Backfill", on a cubic yard basis, which shall include both material and installation.

Flowable Fill shall be County Concrete – Flowable Mix ID# MCTMO201018 or approved equal. The Mix Design proportions are depicted in the attached "Portland Cement Concrete Mix Design Proportions", by the New Jersey Department of Transportation, Bureau of Material, and dated 05/12/2017.

#### B. Backfill in Open Area

Backfilling trenches more than one foot above the top of pipe in areas where roadways, sidewalks, driveways, utilities, fences or curbing do not exist or will not be constructed may be done with bulldozer or power shovel except as otherwise noted on the plans. Where backfilling is permitted with bulldozer or power shovel, the Contractor shall provide supervision in addition to the machine operator at the point of backfilling to carefully supervise this operation. Backfill material must not be dropped directly in the open trench, but the trench shall be backfilled by sliding the backfill down the inclined face of the material in the trench.

#### C. Steel Plating of Excavations

When backfill operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging will be required to preserve unobstructed traffic flow in the roadways only when approved by the Town of Dover. Installation of plates shall only be permitted on roadways with posted speeds up to 35 MPH. In such instances the following applies:

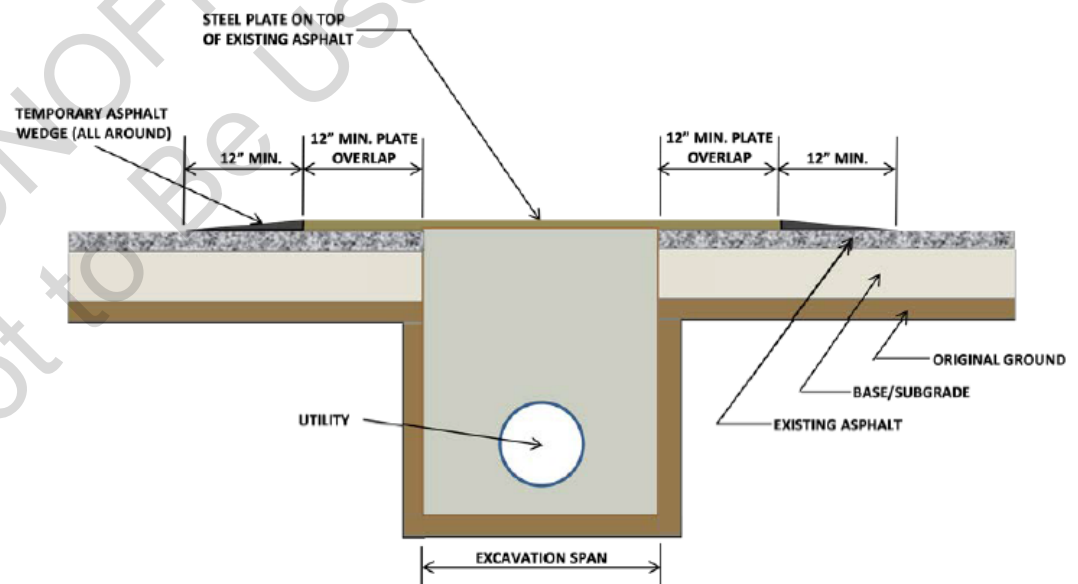
- a. Steel plates must be able to withstand H-20 traffic loading without any movement.
- b. Steel plates shall be fabricated to meet ASTM A36 steel requirements.
- c. When two or more of plates are used, the plates shall be tack welded together at each corner to reduce or eliminate vertical movement. Alternative methods to accomplish this, such as metal connectors, will be considered for approval on case by case basis.
- d. Steel plates shall be installed to resist bending, vibrations, etc., under traffic loads and shall be anchored securely to prevent movement. If these conditions are not met, the applicant will be required to backfill and pave the excavation daily, or use alternative methods such as "Plate Locks" which are designed to secure the plates with minimum noise and vibration.
- e. All steel plates within the right-of-way, whether used in or out of the traveled way, shall be without deformation. The plate surface must not deviate more than 1/4 inch when measured with a 10-foot straight edge along the length of the plate.
- f. It is the responsibility of the contractor to perform and document daily inspections of all active plate(s) or unattended plate(s) location(s), and where necessary take appropriate measures to protect the public safety until work is completed. No un-plated excavation

shall be left unattended overnight.

- g. In the event of improper installation of the steel plates that presents a nuisance or a public safety problem, the contractor shall respond to all excavation restoration requests by the Town of Dover immediately upon notification. Non-responses will result in the required restoration work being done by the Town of Dover, with all expenses to be paid by the contractor.
- h. Steel plates must extend a minimum of 12-inches beyond the edges of the excavation.
- i. Before steel plates are installed, the excavation shall be adequately shored to support the bridging and traffic loads.
- j. The following table shows the minimum thickness of steel plate bridging required for a given trench width utilizing A-36 grade steel and designed for HS20-44 truck loading:

Excavation Span	Min. Plate Thickness (inches)
Up To 1'-11"	3/4
Up To 2'-7"	7/8
Up To 3'-5"	1"
Up To 5'-3"	1-3/4

- k. Temporary paving with a cold asphalt mix should be used to feather the edges of the plate to form a wedged taper to cover the edges of the steel plate. Other alternative methods to accomplish this will be considered for approval.
- l. Wedges or other non-asphaltic devices shall be used for leveling as required to eliminate rocking of the plates. Compacted temporary asphalt shall be used to fill all gaps between the plates and existing pavement surfaces.
- m. The following detail is for a typical installation on roadways with speeds of 35MPH or less:



Steel Plating will be paid on a linear foot basis, per foot of trench length, per installation, regardless of the number of days the plate remains in place and regardless of the excavation span. Payment shall only be made upon receipt of approval to perform the installation and

upon inspection of the completed installation.

D. Maintenance and Protection of Traffic

The Contractor is advised that proper maintenance and protection of traffic is required at all work areas. This includes, but is not limited to construction signs, barricades, cones and all else necessary to meet MUTCD standards. The Town of Dover may (at the Town of Dover's sole discretion) require a Traffic Control Plan to show compliance, prior to the start of work any hydrant replacement location. There shall be no extra payment for maintenance and protection of traffic. The cost shall be included in the various items bid. Traffic Control Trucks with Mounted Crash Cushions (if required and directed) shall be paid separately under item M-19.

E. Traffic Control Truck with Mounted Crash Cushion

Provide a truck having a minimum gross weight of 10 tons, affixed with a bed-mounted, type C flashing arrow board, and a rear mounted crash cushion. The Contractor may use precast concrete ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

- a. Meets NCHRP 350 Level 3 crash-worthiness requirements.
- b. Designed to be attached to the rear of a truck.
- c. Equipped with a 90-degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
- d. If equipped with energy absorbing modules, ensure that they are painted yellow.
- e. Displays alternating 6-inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted "V" chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
- f. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.
- g. Type C Flashing Arrow Board shall be in accordance with MUTCD and the following:
  - i. Non-reflective, black boards equipped with battery-operated amber lights.
  - ii. A minimum peak luminous intensity of 8800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1500 candelas when the ambient light level drops to 5 foot-candles.
  - iii. A light on the rear face of the board to indicate that the lights are operating.
  - iv. Solid state controls with polarity and surge protection.
  - v. Panel operation controls mounted in a lockable enclosure.
  - vi. Flashing arrow boards shall be equipped with a diesel charged battery system. Do not use gasoline powered systems. The Contractor may use flashing arrow boards equipped with solar charged battery systems in non-moving operations.

Traffic Control Trucks with Mounted Crash Cushions shall be paid under item M-19 (If Required and Directed).

## 19. HYDRANTS

### 1. Material

The following specification is based upon a **Mueller 5 ¼" A423 Super Centurion "250" w/ Two Hose Nozzles & One Pumper Nozzle – 250PSI WP – 500 PSI Test Pressure with 5" Storz Pumper Nozzle, Cap & Cable or approved equal.** The Town's Water Department has previously purchased and evaluated different types of Hydrants and has determined that this product is best suited for the Town's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all hydrants bid will be compared.

#### A. GENERAL CLASSIFICATION

- a. Suitable for general waterworks service.
- b. Dry barrel, post type with compression main valve closing with the inlet pressure.
- c. Replaceable Stem Coupling and a replaceable Traffic Flange at the ground line to prevent or minimize traffic damage.
- d. Complies with AWWA Standard C502, are UL listed and FM approved.
- e. Certified to ANSI/NSF 61/372.

#### B. SELECTIVE SPECIFICATIONS

- a. Size of Hydrant -- 5-1/4", sized by seat ring internal diameters.
- b. Size and type of inlet connections:
  - i. D-150 Mechanical Joint -- With two specially designed gaskets to fit either of two diameters of Cast Iron or Ductile Iron pipe: duck-tipped rubber gasket for Class 150 pipe or plain rubber gasket for Class D pit cast pipe. 6" size.
- c. Operating nut and nozzle cap nut -- Shape and dimension according to customer selection.
- d. Opening direction -- Open left or right. Arrow on bonnet indicates opening direction.
- e. 2.5 Nozzle arrangement -- Furnished 3-way, with 2 hose nozzles 180 degrees apart, 1 pumper in between, and all on the same horizontal plane.
  - i. Hose nozzle threading -- Regularly furnished with 2-1/2" National Standard Hose Thread. Other 2-1/2" or 3" hose threads to customer specifications.
  - ii. Pumper nozzle threading -- 5" Storz pumper connection.

#### 3. WORKING AND TEST PRESSURES

- a. Working pressure shall be 250 psi.
- b. Hydrants shall be subjected to two hydrostatic tests per AWWA C502 Standard.
  - i. 3500 PSI Shell test (hydrant pressurized with main valve open).
  - ii. 3.2.2 500 PSI Seat test (shoe pressurized with main valve closed).

*During the above tests, no indication of leakage shall be permitted through castings, joints, main valve, or stem seals. Drain valve leakage cannot exceed five (5) fluid ounces per minute.*

#### 4. DESIGN FEATURES

- a. Bonnet assembly -- Dry top, factory lubricated. Oil level checked by removing the oil filler plug on outside of bonnet. Cannot be overfilled with oil.
- b. Upper operating system -- Bronze encased for O-ring seal surface contact.
- c. Nozzles -- Interchangeable, threaded in place and retained by stainless steel locks.
- d. Nozzle caps -- Attached to upper barrel with individual non-kinking chains.
- e. Lower barrel flange -- Concealed for improved appearance.
- f. Interchangeable design -- permits the upper barrel assembly to be used with existing Mueller Improved or 107 Hydrants. (For 107 hydrant, use upper barrel assembly with stop-in-bonnet option.)

- g. Traffic flange -- Breaks cleanly upon impact, yet strong enough for normal handling, shipping, and use. Permits full 360-degree rotation of upper barrel to position nozzles in any desired direction. Extension sections or upper barrel with different nozzle size or arrangement can easily be added. Full size un-notched steel bolts used to retain traffic flange and connect the upper and lower barrels.
- h. Stem coupling -- Stainless steel shall connect the upper and lower stems and shall be retained with stainless steel clevis and cotter pins. When traffic damage occurs, the coupling breaks cleanly, flush with the lower stem. Lower stem retains bottom clevis and cotter pin with no loose parts to fall into hydrant barrel. Upper end of lower stem shall be located below lower barrel flange surface to prevent it from being held open by vehicle wheel after traffic damage.
- i. Lower barrel -- Heavy wall sections where flange joins the barrel section for added strength.
- j. Shoe -- Has lugs for strapping anchors on Mechanical Joint, D-150 and Slip-On Joint ends. Bottom has a support pad and side opposite inlet has a backing support pad.
- k. Seat ring -- Bronze ring threads into bronze drain ring, which has two drain holes to provide an all bronze drain way.
- l. Double drain valves (with replaceable thermoplastic drain valve facings) -- operate automatically to force flush the drain way each time the hydrant is opened or closed. No toggles, springs, or adjustable mechanisms are required, and the drain valve facings can be replaced when seat ring and main valve assembly is removed.
- m. Main valve -- Encapsulated molded rubber, reversible, compression type, closes with inlet pressure and remains closed during any above ground repairs or changes to upper barrel or bonnet assemblies.
- n. Main valve opening -- Controlled by lug in bottom of shoe. Stop in bonnet also available.
- o. Main valve and seat ring -- Removable from above ground with seat removal wrench.
- p. Lower stem end threads -- Covered with an epoxy coated iron cap nut and sealed with rubber washer to protect them from corrosion. The cap nut shall be retained with a stainless-steel lock washer.
- q. Shoe and upper valve plate design -- Permits maximum flow by minimizing friction loss.
- r. Shoe interior, lower valve plate and cap nut -- Epoxy coated to resist corrosion.

#### 5. MATERIAL SPECIFICATIONS

- a. Bonnet, nozzle caps, barrels, traffic flange, drain ring housing, lower valve plate, cap nut and shoe (Flanged, 8" Mechanical Joint and Slip-On) -- Cast Iron, ASTM A-126, Grade B.
- b. D-150 Mechanical Joint Shoe -- Ductile Iron, ASTM A-536.
- c. Operating nut, hold down nut, nozzles, upper valve plate, seat ring and drain ring -- Bronze, in compliance with AWWA Standard C502.
- d. Oil filler plug -- Brass, ASTM B-16.
- e. O-ring seals -- Buna N, ASTM D2000.
- f. Weather seal -- EPDM, ASTM D2000.
- g. Anti-friction washer -- Thermoplastic polymer with high resistance to dynamic and static wear.
- h. Bolts for bonnet, traffic flange, shoe and drain ring housing -- Steel, ElectroGalvanized -- SAE J429 Grade 2.
- i. Cap chains -- Steel, ElectroGalvanized.
- j. Upper and lower stems -- Steel, ASTM A-576.
- k. Stem pin -- Stainless Steel, ASTM A-276 300 Series.
- l. Drain valve facing screws -- Stainless Steel, ASTM A-276 300 Series.
- m. Nozzle lock -- Stainless Steel, ASTM A-276 Type 410.
- n. O-rings for bonnet and barrel flanges -- Buna N, ASTM D2000.



- o. O-ring for drain ring housing flange -- Buna N, ASTM D2000.
- p. Gaskets for nozzle caps -- Neoprene, ASTM D2000.
- q. Stem coupling -- Stainless Steel, ASTM A-890.
- r. Stem coupling clevis pins -- Stainless Steel, ASTM A-276 300 Series.
- s. Stem coupling cotter pins -- Stainless Steel, ASTM A-276 300 Series.
- t. Drain valve facings -- Resilient precision molded thermoplastic with unique sealing characteristics.
- u. Reversible main valve -- Encapsulated molded rubber, ASTM D2000.
- v. Lower valve plate -- Cast Iron, ASTM A-126 Class B coated with high performance 2-part epoxy. NSF61 listed and AWWA C550 compliant.
- w. Lock washer -- Stainless Steel, ASTM A-276 300 Series.
- x. Cap nut -- Cast Iron ASTM A-126 Class B coated with high performance 2-part epoxy. NSF61 listed and AWWA C550 compliant.
- y. Cap nut seal -- Rubber, ASTM D2000.
- z. Shoe coating -- Interior and exterior coated with high performance 2-part epoxy. NSF61 listed and AWWA C550 compliant.
- aa. Paint -- Interior and exterior above and below ground line coated with high performance 2-part epoxy. Exterior above ground line -- one coat UV resistant high gloss 2-part polyurethane enamel, color shall be Red.

**Nonwoven Geotextile Fabric for Hydrant Drains**

- a. Nonwoven Geotextile Fabric shall be Mirafi 160N or approved equal meeting the following:
  - i. A needle punched nonwoven polypropylene geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position.
  - ii. Fabric shall be inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Fabric shall meet AASHTO M288-06 Class 2 for Elongation > 50%.
  - iii. Manufacturer shall be accredited by a2La (The American Association for Laboratory Accreditation) and Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed
  - iv. Fabric shall meet the following Mechanical Properties:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	160 (712)	160 (712)
Grab Tensile Elongation	ASTM D4632	%	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	60 (267)	60 (267)
CBR Puncture Strength	ASTM D6241	lbs (N)	410 (1825)	
Maximum Opening Size				
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0.212)	
Minimum Roll Value				
Permittivity	ASTM D4491	sec <sup>-1</sup>	1.5	
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	110 (4481)	
Minimum Test Value				
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	

**2. Installation**

All hydrants shall be set on a concrete support as shown on the Contract Drawings. All hydrants shall stand plumb and have their nozzles parallel with the curb, with the pumper connection facing the curb and with the hydrant break flange set approximately three inches above the surface of the ground.

Drainage shall be provided at the base of the hydrant by placing 3/8" gravel or crushed stone, from the bottom of the trench to at least six inches above the drain opening in the hydrant and to a distance of one foot around the elbow. Wherever a hydrant is set in clay or other impervious soil, a drainage pit two feet in diameter and three feet deep shall be excavated below each hydrant and

filled compactly with 3/8" gravel or crushed stone, under and around the elbow of the hydrant and to a level of six inches above the waste opening. The 3/8" gravel or crushed stone shall be encapsulated in a nonwoven geotextile fabric, Mirafi 160N or approved equal as shown in the details.

## **20. RESILIENT WEDGE GATE VALVES**

### **1. Material**

The following specification is based upon a **Mueller A2361 Resilient Wedge Gate Valve, 350psi or approved equal**. The Town's Water Department has previously purchased and evaluated different types of Resilient Wedge Gate Valves and has determined that this product is best suited for the Town's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all Resilient Wedge Gate Valves bid will be compared.

#### **1. GENERAL CLASSIFICATION**

- a. Resilient Wedge Gate Valves shall comply with ANSI/AWWA C515.
- b. Resilient Wedge Gate Valves shall be approved by Factory Mutual Research Corporation (FM).
- c. Resilient Wedge Gate Valves shall be listed by Underwriters Laboratories, Inc. (UL).
- d. Resilient Wedge Gate Valves shall be tested and certified to ANSI/NSF Standard 61 & 372.
- e. Resilient Wedge Gate Valves shall be suitable for potable water applications.
- f. Resilient Wedge Gate Valves shall be iron body, fully encapsulated resilient wedge type.
- g. Resilient Wedge Gate Valves shall be manufactured in the U.S.A. at an ISO9001 Certified factory.

#### **2. SIZE RANGE, WORKING TEMPERATURE, AND WORKING PRESSURE**

- a. Sizes: 6" or as indicated.
- b. Working Temperature: 33°F minimum to 170°F maximum working temperature.
- c. Working Pressure: 350psi for AWWA, UL and FM.

#### **3. TYPE OF VALVE**

- a. Resilient Wedge Gate Valves shall be non-rising stem type.
- b. NRS Resilient Wedge Gate Valves shall have O-ring stem seals.
- c. Resilient Wedge Gate Valves shall open left.
- d. Resilient Wedge Gate Valves shall have a 2" square wrench nut complying with AWWA C515.
- e. Resilient Wedge Gate Valves shall have Mechanical Joint Ends complying with ANSI/AWWA C111/A21.11.

#### **4. MATERIAL SPECIFICATIONS**

- a. Cap screw – Stainless Steel Type 316.
- b. Wrench nut – Ductile Iron, ASTM A-536.
- c. Stuffing box – Ductile Iron, ASTM A-536.
- d. Stem O-rings – Nitrile, ASTM D2000.
- e. Anti-friction washers – Acetal.
- f. Stem – Manganese Bronze, CDA Alloy C67600.
- g. Bonnet – Ductile Iron, ASTM A-536.

- h. Bonnet seal – O-ring, Nitrile, ASTM D2000.
- i. Stuffing box bolts & nuts – Stainless Steel Type 316.
- j. Bonnet bolts & nuts – Stainless Steel Type 316.
- k. Disc nut – Bronze, ASTM B-584 Alloy C89833.
- l. Guide cap bearings – Acetal.
- m. Disc – 3" Cast Iron, ASTM A-126, Class B, 4"-12" Ductile Iron, ASTM A-536.
- n. Disc encapsulated – SBR ASTM D2000.
- o. Body – Ductile Iron, ASTM A-536.
- p. Coating – inside and outside of valve shall be fully coated with Mueller PRO-GARD® Fusion Bonded Epoxy or approved equal - coating shall comply with ANSI/AWWA C550 and valve shall be certified to ANSI/NSF Standard 61 & 372.

## 5. DESIGN FEATURES

- a. Flow way – shall be fully unobstructed, oversized flow-way. The sealing mechanism shall be withdrawn from the flow-way in a full open position. There shall be no pockets in bottom of flow-way to trap sediment or debris. The flow-way shall permit passage of full-sized shell cutters.
- b. Bronze Disc Nut – shall be provided on all valves.
- c. Anti-Friction Washers on non-rising stem valves – shall be located above and below the thrust collar portion of the stem to reduce friction and provide more effective conversion of operating torques into seating loads.
- d. Stem for non-rising stem valves, with O-ring Seals – One O-ring shall be located below the thrust collar of the stem and two shall be located above the thrust collar, the upper most serving as a dirt seal. The O-rings and thrust collar shall be factory lubricated. The two primary O-rings shall seal the thrust collar area from outside contaminants and water, and retain an ample amount of lubricant on the thrust collar and anti-friction washers to reduce operating torque and wear.
- e. Stem – The threads on the bronze stem shall be Acme form threads for strength and efficiency. The stem thrust collar shall be made integral with the stem -- and formed by a heat upset operation.
- f. Upper Stem O-ring Replacement – The two O-rings above the thrust collar shall be able to be replaced with the valve in the fully open position, under pressure, with no leakage.
- g. Corrosion Resistance – all inside and outside cast iron surfaces shall be coated with Mueller PRO-GARD® Epoxy Coating or approved equal, 10 mils nominal. The Epoxy Coating shall be non-toxic and imparts no taste to water. Valves shall comply with ANSI/AWWA C550 and shall be certified to ANSI/NSF Standard 61 & 372.

## 6. TEST PRESSURE

- a. The pressure test on each Resilient Wedge Gate Valve shall meet the requirements of AWWA Standard C515 for Resilient Seated Valves.
  - i. Each Resilient Wedge Gate Valve shall be subjected to two pressure tests. The seat test shall be at the working pressure of AWWA valves and 1-1/2 times working pressure of UL Listed valves. Shell tests shall be at two times the working pressure.
  - ii. Pressure tests at the working pressure shall show NO leakage past the seat from either side of the wedge or at the flange joints. Pressure tests at twice the working pressure shall show NO leakage through the metal or flange joints.
  - iii. Test pressures shall be as follows: 525psi seat test, 700psi shell test.

## 2. Installation

All gate valves shall be set plumb and on a concrete support as shown on the Contract Drawings. Each valve shall be furnished with a valve box and cover.

## 21. VALVE BOXES AND COMPONENTS

### 1. Material

The following specification is based upon a **Tyler Union Type 32U-Heavy Duty Valve Box, Domestically Manufactured or approved equal**. The Town's Water Department has previously purchased and evaluated different types of Valve Boxes and has determined that this product is best suited for the Town's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all Valve Boxes bid will be compared.

#### 1. TYPE

Valve Boxes shall be 5-1/4" Screw Type with standard assembly lengths ranging from 19" to 82", and shall include a cover marked "WATER".

#### 2. STANDARD

Valve Boxes shall be produced with Class 35 cast iron in accordance with Class 35 cast iron in accordance with and meeting all applicable terms and provisions of ASTM A48. All valve boxes when properly installed shall be suitable for roadway use and meet American Association of State Highway and Transportation Officials (AASHTO) standards and provisions.

#### 3. COATING

Valve Boxes shall be coated with an asphaltic bituminous coating is applied to a minimum thickness of 1.5 mil and the coating once dry is neither brittle when cold or sticky when exposed to the sun.

### 2. Installation

Each valve shall be furnished with a valve box and cover marked "WATER". The valve box shall be set plumb and centered over the valve wrench nut with the cover set flush with the finished grade or surface.

## 22. PIPE COUPLINGS FOR PIPE REPLACEMENT/CLOSURES

### 1. Material

The following specification is based upon a **HYMAX 2 COUPLING as manufactured by Krausz USA of Ocala, FL. or approved equal**. The Town's Water Department has previously purchased and evaluated different types of Valve Boxes and has determined that this product is best suited for the Town's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all Pipe Couplings bid will be compared.

**1. STANDARDS**

Coupling shall meet or exceed Standards AWWA C-219, NSF 61 and NSF 372

**2. END RING**

End Rings shall met ASTM A283 / A283M Grade C Steel

**3. CENTER RING**

Center Rings shall met ASTM A53 Grade A Steel

**4. GASKETS**

Gaskets shall be EPDM Compounded for water and sewage, and meet International Standards for contact with drinking water.

**5. BRIDGE**

Bridge shall be AIAI 304 Stainless Steel.

**6. SPHERICAL SPACERS**

Spherical Spacers shall be AIAI 304L Stainless Steel.

**7. COATING**

Coating shall be 100% fusion bonded epoxy for enhanced corrosion protection with a nominal thickness of 14 mil.

**8. NUTS & BOLTS**

Nuts and bolts shall be AIAI 304 Stainless Steel with a rolled thread and anti-galling coating.

**9. PERFORMANCE CRITERIA**

Coupling shall be rated for:

- A. Working Temperature of -20°F up to +125°F
- B. Dynamic Deflection of up to 4° per side
- C. Minimum Pipe Insertion of 2.25"
- D. Maximum Offset for misaligned pipes of 0.51"
- E. Maximum Out of Roundness of 0.31"
- F. Working Pressure of 260 psi
- G. Rated Pressure of 390 psi
- H. Vacuum Test of 12 psi

The Coupling shall meet the following criteria for the respective size shown:

Nominal Diameter (Inches)	Overall Range (Inches)	Range in Closed Gasket Position (Inches)	Range in Open Gasket Position (Inches)	Bolt Qty. and Size (mm)	Torque (Ft-Lbs)	Approx. Weight (Lbs)
4	4.25-5.63	4.25-5.00	4.92-5.63	2 -M14	75	15
5	5.12-6.38	5.12-5.75	5.71-6.38	2 -M14	75	19
6	6.42-7.68	6.42-7.05	7.01-7.68	2 -M14	75	23
7	7.48-8.74	7.48-8.11	8.07-8.74	2 -M14	75	24
8	8.54-9.84	8.54-9.17	9.13-9.84	2 -M14	75	28
10	10.70-	10.70-11.37	11.33-	2 -M14	75	32

	12.00		12.00			
10	10.96-12.26	10.96-11.63	11.59-12.26	2 -M14	75	33
12	12.40-13.66	12.40-13.03	12.99-13.66	2 -M14	80	39
12	13.15-14.41	13.15-13.78	13.74-14.41	2 -M14	80	39

## 2. Installation

Each coupling shall be installed in accordance with the manufacturer's recommendations.

## 23. DEWATERING

1. Water in Trenches and Pits: Do not allow water to accumulate in excavations. When ground water is encountered, the contractor shall remove the water that accumulates in the trenches or pits, which would affect the construction of the lines or their appurtenances, by pumping, bailing, well-pointing, or other approved dewatering method and shall perform all work necessary to keep the trenches or pits entirely clear from water while bedding is being placed, the pipe is being laid, masonry units are being placed, and structures are either being set or constructed. No drainage structure shall be constructed in water.
2. All water removed from the trench shall be conveyed in a proper manner to a suitable point of discharge and shall comply with applicable erosion and sedimentation control laws. The contractor shall dispose of water from the trenches in such a manner to cause no injury to public health, public or private property, work completed or in progress, street surfaces, or where such effluent may cause any interference with the use of the streets. Water, if odorless and stable, may be discharged into an existing storm drain, channel, or street gutter in a manner approved by the Dover Water Department. When required by the Dover Water Department, a means shall be provided for de-silting (filtering) the water before discharge. Under no circumstances shall water be discharged to a sanitary sewer main or sewer related structure.
3. Where underground streams or springs are encountered, provide temporary drainage, well pointing, or bailing. Notify the Dover Water Department of such conditions.
4. Protect subgrade from softening, undermining, washout, and damage by rain or water accumulation.
5. Maintain dewatering systems until dewatering is no longer required.
6. Prevent surface water from ponding on prepared subgrades and from flooding project site and the surrounding area. Reroute surface water runoff away from or around excavated areas.
7. The cost of shoring, sheeting, well pointing, gravel bedding and other dewatering devices shall be included in the price of Dewatering. Do not use excavated trenches as temporary drainage ditches.
8. Backfilling shall not take place when the trench contains water in an amount to create soupy conditions.
9. Dewatering will be paid under the Item "Dewatering" on a per day basis.

## 24. TESTING

The Contractor shall (if directed by the Dover Water Department) satisfactorily complete a pressure test and leakage test on the installed Hydrant and associated new piping in accordance with the

requirements of the American Water Works Association Standard, "Installation of Cast-Iron Water mains", and in the presence of an authorized representative of the Dover Water Department. The pump, pipe connections, gauges and all necessary apparatus for the tests shall be furnished by the Contractor.

#### Pressure Test

The duration of the pressure test shall be one hour. The pressure test shall be made at a pressure of 150% of the highest normal working pressure in the lowest portion of the system being tested.

#### Leakage Test

The duration of the leakage test shall be two hours. The leakage test pressure shall be the normal working pressure in the portion of the system being tested. The allowable leakage must be less than 25 gallons per 24 hours per mile of pipe per inch diameter.

The above testing (If directed) will be paid separately under the Bid Item "Pressure and Leakage Testing". If no testing is directed by the Dover Water Department, any observed joint leakage that occurs after the hydrant and associated new piping, valves and appurtenances is put into service, shall be immediately repaired so there are no visible leaks.

## 25. DISINFECTION

- A. The interior of all pipe, fittings, and other accessories shall be kept as free as possible from dirt and foreign matter at all times. The lines shall be adequately flushed providing a minimum velocity of 2.5 ft/s before pressure and leakage tests are conducted. A representative from the Town of Dover will be present during any flushing of the water mains/hydrant laterals. The interior of all new water mains/hydrant laterals, fittings, and fixtures shall be disinfected before being placed in service. Any section of pipe line/hydrant lateral, whether new or emptied during construction, shall be disinfected before being placed in service. The method, means and materials shall meet all rules, regulations, and standards of N.J.A.C. 7:10-11.16 of the New Jersey Safe Drinking Water Act and AWWA 651-05. The Town of Dover shall be notified prior to starting disinfection procedures so that he may be present when portions of the system are disinfected. The Contractor shall be responsible for the cost of all water used for disinfection. The Contractor shall furnish copper taps as shown on the contract drawings or as directed by the Engineer for sampling.

B. Methods of Chlorine Application for Main Disinfection

The water mains/hydrant laterals shall be disinfected by the application of chlorine by the following method:

#### Tablet Method

Tablet disinfection is best suited to short extensions (up to 2,500 ft.) and smaller diameter mains (up to twelve inches (12")). Because the preliminary flushing set must be eliminated, this method shall require that scrupulous cleanliness has been exercised. Accordingly, trench water or foreign material shall not be allowed to enter the water mains/hydrant laterals or if the water is below 5° C (41° F).



Tablets shall be placed in each section of pipe and also in branches, and other appurtenances. They shall be attached by an adhesive and in the joints between the pipe sections. All the tablets within the main must be at the top of the main. If the tablets are fastened before the pipe section is placed in the trench, their position should be marked on the section to assure that there will be no rotation.

In placing tablets in joints, they are to be crushed and placed on the inside annular space, or, if the type of assembly does not permit, they are rubbed like chalk on the butt ends of the sections to coat them with calcium hypochlorite.

The adhesive may be Permatex No. 1 (a product of the Permatex Company, Brooklyn, New York), brand name or equivalent approved by the Engineer. There shall be no adhesive on the tablet except on the broad side next to the surface to which the tablet is attached.

When installation has been completed, the water mains/hydrant laterals shall be filled with water at a velocity of less than 1-ft./sec. This water shall remain in the pipe for at least twenty-four (24) hours.

Valves shall be operated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.

After the application retention period, the heavily chlorinated water shall be flushed from the water mains/hydrant laterals until the chlorine concentration in the water leaving the water mains/hydrant laterals is no higher than that generally prevailing in the system, or less than one (1) mg/l. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the water mains/hydrant laterals.

The Town of Dover shall perform all water quality tests with the assistance of the Contractor. The Town of Dover will collect the samples, transport to the lab, and pay for the necessary lab testing. Following disinfection, all treated water shall be thoroughly flushed from the newly laid water mains/hydrant laterals at its extremities until the replacement water throughout its length shall, upon said water quality test, is proved to be comparable in quality to the water served by the public supply system meeting all requirements of the New Jersey Department of Environmental Protection and the following specific test results:

Total coliform < 500 colonies

Fecal coliform < 1 colony

The satisfactory quality of water delivered by the new water mains/hydrant laterals or new system shall continue for a period of two (2) full days as demonstrated by said laboratory examination of samples taken from the water mains/hydrant laterals located and installed in such a way as to prevent outside contamination.

The first set of water samples of the newly installed water system will be taken and a bacteriological analysis will be performed by the Town of Dover. A second set of water samples will be taken on the following day and a subsequent bacteriological analysis will be performed by the Town of Dover. The Contractor will be responsible for assisting the Owner with collecting both sets of water samples. The cost of any and all laboratory tests that are specified and required shall be the responsibility of the Town of Dover. The Contractor shall be responsible for having complete knowledge of disinfecting procedures and means to properly disinfect the system. The cost of disinfecting the system, including the cost of water used, shall be included in the unit price

bid.

### C. Disposal of Heavily Chlorinated Water

After the applicable retention period, heavily chlorinated water should not remain in contact with pipe for more than 48 hours. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use. Contractor shall contract the local sewer department to arrange for disposal of the chlorinated water to the sanitary sewer, if sewers are available in the project area.

The chlorine residual of water being disposed shall be neutralized by treating with one of the chemicals listed in the Table 1. If a sanitary sewer system is unavailable for disposal of the chlorinated water, an alternative disposal site must be selected.

A reducing agent shall be applied to the chlorinated water to completely neutralize the chlorine residual remaining in the water. (See Table 1 for neutralizing chemicals.) Where necessary, the Federal, State and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water. Separate Payment shall not be made for disposal of heavily chlorinated water but shall be included in the various items bid.

**Table 1**  
Pounds of chemicals required to neutralize various residual chlorine concentrations in 100,000 gallons of water.

<b>Residual Chlorine Concentration (mg/l)</b>	<b>Sulfur Dioxide (SO<sub>2</sub>)</b>	<b>Sodium Bisulfate (NaHSO<sub>4</sub>)</b>	<b>Sodium Sulfite (Na<sub>2</sub>SO<sub>3</sub>)</b>	<b>Sodium Thiosulfate (Na<sub>2</sub>S<sub>2</sub>O<sub>3</sub>)</b>
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

## 26. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of final and accepted installation at a particular installation location by the Town of Dover or within such longer period of time as may be prescribed by law. The provisions of this section apply to work done by subcontractors as well as to work done by direct employees of the contractor, and are in addition to any other remedies or warranties provided by law.

## 27. EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation that was not noted in the boxes above due to lack of space. Additional sheets may be used if required.

UNOFFICIAL COPY  
Not to Be Used For Bidding



# New Jersey Department of Transportation

05/12/2017

## Bureau of Materials

LB125

### Portland Cement Concrete Mix Design Proportions

Producer: COUNTY CONCRETE - MORRISTOWN, NJ

Region: North

Type of Mixing: Transit

Mix ID #: NCTMO201018

Class: CONCRETE, FLOWABLE FILL

Effective Date: 8/31/2015

Verification Strength: 800

Water - Max. Allowed (gal/cu.yd):

Aggregate Correction Factor %: 0.2

Material	Producer	Brand Name	Mass	Units	Aggregate Properties			Admixture (oz/100cwt)	
					% Abs.	SSD-SG	F.M.	Min	Max
CONCRETE SAND	COUNTY CONCRETE CORP. - KENVIL, NJ (AGGREGATES)		2043	LBS	0.8	2.66	2.81		
CEMENT, PORTLAND, TYPE 1	ESSROC CEMENT CO. PLANT #1 - NAZARETH, PA		394	LBS					
ADMIXTURES, MINERAL, SLAG., GR. 100	ESSROC ITALICEMENTI GROUP - CAMDEN, NJ	GRANCEM 100	170	LBS					
ADMIXTURES - AIR ENTRAINING	EUCLID CHEMICAL CO. - CLEVELAND, OH	EUCLID - EASY FILL	3	OZCY				3	3

#### Remarks:

ORIGINAL JOB SPEC RT 94 SUPERSTRUCTURE DP#13149: 150-200LBS CMT 300LBS FLYASH 2600LBS  
FA 3-7"SLUMP 125PCF 300PSI@3DAY 2400PSI@28DAY IS WAIVED TO SN#NCTOX201018  
EUCON EASYFILL 3 OZ/CY EQUATES TO 1 QT BOTTLE PER 10 CY OF CONCRETE (MAY BE ADDED  
ON JOBSITE

\*Manufacturers recommended dosage (oz/100 lbs. of cmt): As required to comply with specification (Tables 903.03.06-1 and 903.03.06-2). No deviation from the recommended dosage rates specified by the  
admixture manufacturer will be permitted without approval of the Regional Materials Engineer.

Proposed Type of Construction: See tables (903.03.06-1 and 903.03.06-2).



## **REQUIRED INFORMATION TO APPLY FOR ROAD OPENING PERMIT**

### **SECTION I. APPLICATION REQUIREMENTS**

Construction Permits are required for Road Openings associated with Utility Installations and Maintenance, for Road Improvements, Driveway Construction, Test Pits, or Borings and for Bridge Construction or Alterations.

#### **A. Planning Board Approval Letter**

Planning Board Approval Letter and Plans required if applicable in order to obtain Performance Guarantee Amount.

#### **B. Application Form**

Submit completed Permit Application (**Signature required**).

### **SECTION II. CERTIFICATE OF INSURANCE**

#### **C. Insurance**

Submit **Insurance Certificate** for General Liability in a comprehensive form, with a **Minimum of \$1,000,000 coverage per occurrence and \$3,000,000 Aggregate, naming the County of Morris as an Additional Insured and Certificate Holder.**

Certificate Holder: **County of Morris  
P.O. Box 900  
Morristown, NJ 07963**

In the event of interruption of coverage for any reason, all work under the permit shall cease and not resume until coverage has been restored. Permittee also agrees to indemnify, defend and save harmless the County for any and all claims which may result from this project. Insurance Certificate is subject to approval by office of Risk Management.

- **The Certificate of Insurance must be accompanied by the required Endorsement Page as per attached (page 3).**

**\*\* ENDORSEMENT must be filled out by Insurance Company and accompany Insurance Certificate and Permit Application.**

### **SECTION III. GENERAL INFORMATION**

#### **PUBLIC UTILITIES**

An escrow account may be established by public utilities in lieu of performance guarantee. Utilities shall be maintained by the respective owners, at no cost to the County. Utilities shall be relocated by their respective owners when required by the County Engineer, at no cost to the County.

Permit will only be issued for public utilities unless there is an agreement in place between the contractor and local municipality for maintenance.

#### **PENALTIES**

Fines may be assessed for construction in violation of any County, State or Local laws, Ordinances or regulations including unauthorized drainage connections.

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

**CG 20100704**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Locations of Covered Operations
Please include in this section the address to the County of Morris	Please include in this section the location address where work will be performed and project name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing Operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured's, the following Additional exclusions apply:

This insurance does not apply to "Bodily Injury" or Property Damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.

Approved ☐



**Office of the Board of Chosen Freeholders  
Morris County, New Jersey**

**(973) 285-6749**

**APPLICATION FOR ROAD OPENING, DRIVEWAY PERMIT, ETC.**

Complete and submit to Division of Engineering, Administration & Records Building  
10 Court Street, Morristown, New Jersey 07963-0900

**NOT VALID UNLESS COUNTERSIGNED BY THE COUNTY SUPERVISOR OF ROAD INSPECTION**

Date: \_\_\_\_\_

Application is made by \_\_\_\_\_ Phone No. \_\_\_\_\_

Applicant's address \_\_\_\_\_

For (Owner of Property Name) \_\_\_\_\_ Phone No. \_\_\_\_\_

Located at \_\_\_\_\_  
Address Municipality Zip

For a permit to open: \_\_\_\_\_  
Road Name

For purpose of : \_\_\_\_\_  
Specify proposed work

From: \_\_\_\_\_ To: \_\_\_\_\_  
(Give approximate limits; show on diagram below)

Length of opening: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Square Yards \_\_\_\_\_

Size of pipe, main or \_\_\_\_\_ Type of pavement  
ducts being installed \_\_\_\_\_ to be disturbed \_\_\_\_\_

Work will be started on \_\_\_\_\_ Completed on \_\_\_\_\_

Remarks: \_\_\_\_\_



Please indicate "NORTH"  
by direction arrow.

LOCATE OPENING  
ON DIAGRAM BELOW

Show distance from nearest  
side street, telephone pole, etc.


#### **RULES, REGULATIONS GOVERNING ROAD OPENINGS AND STORAGE PERMITS**

Adopted by the Morris County Board of Chosen Freeholders December 5, 1985 amended November 29, 2010

1. It shall be unlawful for any person, firm, corporation or municipality to make any excavation in or tear up the surface for any purpose whatsoever of any road or street which is under the jurisdiction of the County of Morris without a written permit first having been obtained from the Board of Chosen Freeholders as hereinafter provided.
2. Application must be made in writing by the firm, corporation, person or municipality for a permit for an excavation for any purpose whatsoever on any county road the maintenance of which is chargeable to the Board of Chosen Freeholders of Morris County. Said application is to state the purpose of such excavation, namely; sewer, water, gas, telephone or any other purpose. Permission to make excavation or tear up surface of road does NOT carry any right to make sewer, water, gas or other connections. A separate permit to make such connections must be obtained from proper officials having jurisdiction therefore. No permit will be issued, to open any County Road, for three years after the date the road was paved.
3. Applicant assumes responsibility for all injuries to, or deaths of any persons, for damages to property, including property of the County of Morris, and for all claims, losses or expenses resulting directly or indirectly from the performance of the work specified in this permit, whether caused by negligence or otherwise, and whether caused by the negligence of the County of Morris. The applicant shall indemnify and save harmless from all claims, losses, expenses, or suits (including costs and attorney's fees) for such injuries, deaths or damages, and from all claims, losses, expenses or liens of any sort which may result directly or indirectly from performance of the work. The applicant shall assume the defense of any suit filed against the County of Morris for such injuries, deaths, or damage.
4. The applicant shall be responsible for arranging with adjacent property owners for the removal or relocation of shrubs, fences, structures, trees or embankments, etc., necessary for his construction, whether they are in the county right-of-way or on private property. The applicant shall make all arrangements with utility companies for the location, relocation and protection of their installations. Applicant shall save county harmless from any suits or claims by any person for damages to trees, shrubs, lawns, etc. caused by the applicant's equipment, workmen or his operation.
5. Applicants will be held responsible for tree damage caused by careless handling of equipment when working along county maintained roads. The county Shade Tree Division must approve the removal of and/or work done around shade trees in the county right-of way.
6. Since the permittee's insurance certificates do not cover subcontract work, all subcontractors employed by permittees holding permits to work on Morris County roads must submit their own insurance certificates in the minimum amounts required by the County of Morris and issued to the "Morris County Board of Chosen Freeholders".
7. Unless covered by a Municipal Corporation of Utility Agreement, a deposit of cash will be required for each opening, the amount thereof to be determined by the County Supervisor of Road Inspection. Upon completion of project, the deposit will be returned provided no maintenance bond is required. See Paragraph 10.
8. It shall be the duty of the permittee to properly guard any excavation or by the erection of suitable barriers by day and lights by nights. Sufficient warning signs, and watchmen, (flagmen and/or special Officers) shall be posted at each end of the work area to control traffic unless not deemed necessary by the County Supervisor of Road Inspection. Coordination of traffic control shall be made with the local police department, subject to the municipality(s) ordinances, regulations and procedures.

The permittee shall be liable for any neglect to safeguard the traveling public. If the excavation extends the full width of the road, only one-half of it shall be made at one time and it shall be backfilled before the other half is excavated, so as to maintain traffic at all times. In any other case there shall at all times be maintained a vehicular lane. No highway or bridge shall be encumbered for a longer period than shall be necessary to execute the work.

9. Pavement openings, digging, backfilling and temporary and permanent repairs must be done in accordance with County of Morris General Specifications, **Revision B**. Permanent repairs shall not be made until approval has been given by the County Supervisor of Road Inspection.

10. County must approve any connection to or removal of portions of existing county bridges or drainage structures located within municipal or county right-of-way. The surface of any county highway or bridge and any pavement or flagging taken up by the permittee in its construction work shall be restored by and at the expense of the permittee to at least good condition as existed before the commencement of the work thereon and shall thereafter be maintained at the expense of the permittee in said condition for three years within the paved right-of-way, after completion of same. For refund of deposit, Permittee shall post a three year maintenance bond or in lieu thereof enter into an Agreement with Morris County to leave 20 percent of the deposit on deposit with the County for three years.

All trenches in macadam or bituminous pavement shall be replaced with six (6) inches of quarry process stone subbase; five (5) inches of bituminous stabilized base course; and two (2) inches of F.A.B.C. top course. Trenches crossing a CONCRETE road shall be replaced with 9 inches of Class B Concrete.

No permanent paving to be done between December 1 and April 1.

11. For any work over 15 square yards done under these rules and regulations the permittee shall submit blueprints or plans with Planning Board letter of approval if applicable and if it is considered necessary or desirable, a joint general inspection of the site of the work, with the applicant, may be directed as to be made by the County Supervisor of Road Inspection before the permit is issued. After the approval of the blueprint or plan, if in the course of the proposed construction shown thereon any changes or deviations become necessary in the work, the permittee shall, before making such changes or deviations, obtain the County Supervisor of Road Inspection. Upon completion of the entire work, permits shall file plans with the Supervisor of Road Inspection showing in full detail all of the work after its completion.

In addition to any regular general inspection procedure by the county, an inspector may be placed on the work by the County Supervisor of Road Inspection if it is thought necessary and desirable, at the expense of the permittee and at the prevailing rate of wage and incidental costs paid by the Board of Chosen Freeholders.

12. In connection with this work it shall be unlawful for any person or persons, firm, corporation or municipality to place or store material of any description whatsoever, or vehicles or other equipment by any nature whatsoever, upon any road or street so as to interfere with the flow of water along the gutters or to interfere with traffic on such road or street without first having obtained a permit for such storage. The permit shall state the approximate quantity of material or the number of vehicles or equipment to be stored and the time of such storage and the same shall be guarded as set forth in Section B.

13. No excavation shall be opened for a distance of more than two hundred feet any one time. All excavations shall be properly backfilled and all equipment shall be removed from the public right-of-way at the end of each day's work and during periods of heavy traffic, and at such times as may be required for non-interference with snow removal, and at such times as directed by the Supervisor for Road Inspection.

Metal plates capable of supporting traffic loads shall be used to temporarily cover road opening (in place of using barricades) at such times and at such places as shall be designated by the Supervisor of Road Inspection. When so used, metal plates must be adequately anchored, to avoid the possibility of displacement; however plates must be removed on the weekend. Flush mount during winter months December 1 – April 1.

14. Unless an emergency exists, no work shall start before 9:00 A.M. of each work day and all equipment and materials must be moved off the road and the road swept clean by 4:00 P.M. unless otherwise noted on front of permit. The application of calcium chloride is not permitted. No work shall be permitted on Saturdays, Sundays, holidays, or when road is snow or ice covered, or after asphalt plants have stopped making stabilized base. Emergency road openings (gas or water leak, sewer stoppage, etc.) shall be reported to the County Supervisor of Road Inspection on the next regular work day and all permit requirements met as requested by said Supervisor. Work extending beyond 9:00 A.M. – 4:30 P.M. will result in inspection compensation at the rate of \$50/Hr.

15. All services installations shall be bored or jacked under the road whenever possible. Tunneling will not be permitted under any circumstances and shall be unlawful exercise of the privilege under any such permit and a violation thereof.

All utilities shall cross under all existing county drains and road intersections at a minimum depth of five feet below grade. Care shall be exercised in all crossing of any county drains. Any damage to drains shall be repaired by contractor/applicant immediately at his own proper expense, and work on remainder of job shall be suspended until drain is repaired and is in working order. POWER LINE ducts at road crossings must be encased in RED CEMENT and installed at a minimum depth of 5 feet below grade. POWER LINE ducts at locations other than road crossings may be SAND ENCASED but must be installed at a minimum depth of 4 feet below grade.

All house laterals shall be run in to the property lines one foot beyond the county right-of-way.

16. The issuance of a permit hereunder does not waive the obtaining of any or all Federal, State or Municipal permits including environmental permits for stream encroachments or wetlands.

17. This permit is valid for as long as insurance is in effect. Failure to adhere to conditions set forth herein shall void the permit.

18. The County Supervisor of Road Inspection is charged with the enforcement of all the provisions of these rules and regulations and is the agent acting for the Board of Chosen Freeholders.

19. Any person, firm, corporation, municipal or private utility violating these rules and regulations shall be subject, upon conviction, to a fine not exceeding \$200.00 per day for each and every day the violation exists, and civil action for the cost of prosecution as well as civil action for trespass to remove the non-conforming use.

The applicant agrees to comply with the rules and regulations printed above as well as all laws, ordinances and resolutions, relating to said work, and the acceptance of the permit shall be deemed an agreement to abide by all its terms and conditions.

The applicant further agrees that in the event it shall cause, through negligence, improper action or omission while the work is in progress or after completion, the county to incur costs in order to rectify any problem, said costs shall be deducted by the county from the cash deposit. Prevailing wage rates shall be used. After deducting all charges, the balance of the deposit shall be returned to the applicant. The applicant agrees that he is liable for charges incurred in excess of the deposit.

Signed (Applicant) \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

**Do Not Write Below This Line.**

Amount of Cash Deposit \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Amount to be written) (Figures)

Amount of Bond \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Amount to be written) (Figures)

County Supervisor of Road Inspection

Received the sum of \_\_\_\_\_ Dollars

\_\_\_\_\_  
Clerk of the Board of Chosen Freeholders

PERMIT NUMBER: \_\_\_\_\_

**Note:**

To submit by e-mail, click the "Submit by E-mail" button, which will prompt you to save this PDF file. Please send that pdf to [cbowie@co.morris.nj.us](mailto:cbowie@co.morris.nj.us).

## New Jersey Department of Transportation

## APPLICATION FOR UTILITY OPENING

The required fee must accompany this application, whether by money order or check payable to "New Jersey Department of Transportation".  
CASH WILL NOT BE ACCEPTED

Application No.
County
Municipality
Route No.
Milepost
Amount Rec'd
Check No.
Date Rec'd
Department Use Only

## APPLICANT

Utility Company: \_\_\_\_\_  
 Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Companion Permit No. \_\_\_\_\_  
 to open State Highway No. \_\_\_\_\_ Milepost: \_\_\_\_\_ Direction: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_  
 Location in reference to intersection: \_\_\_\_\_

(Street, Bridges or other existing distinct landmarks. Give street number if possible.)

for the purpose of: ☐ New Service ☐ New Main ☐ Existing ☐ Upgrade ☐ Repair ☐ Abandonment ☐ Emergency

Location of Opening: ☐ Grass ☐ Sidewalk ☐ Road

Size of Opening: Width: \_\_\_\_\_ Length: \_\_\_\_\_ Area: \_\_\_\_\_

Work will be started on: \_\_\_\_\_ Completed by: \_\_\_\_\_

Remarks: \_\_\_\_\_

☐ Site Plans (6 sets) ☐ Traffic Control Plans (6 sets) ☐ Restoration Detail (6 sets)

ALL PLANS MUST BE SEQUENCED AND STAPLED.

Where a municipal or public utility corporation has entered into an agreement or filed a bond with the State of New Jersey, the following shall be completed:

Covered by bond dated: \_\_\_\_\_ Covered by agreement dated: \_\_\_\_\_

**NOTE:** Submit two (2) copies of this application and six (6) copies of a detailed plan drawn to scale showing the proposed installation and data necessary for a complete understanding of the request. A traffic safety setup in accordance with the latest "Manual on Uniform Traffic Control Detail" standards as well as the current "New Jersey Department of Transportation Safety Set-Up Guide" is required with the application. The Department will not be responsible for any errors or omissions given in the application and/or on the accompanying plans.

FEE SCHEDULE			
OPENING	Application	Permit	Extension
0 - 20 square feet	\$525.00	\$200.00	\$200.00
20 to 200 square feet	\$790.00	\$265.00	\$265.00
Greater than 200 square feet	\$1,185.00	\$395.00	\$395.00
APPLICATION FEES ARE NON-REFUNDABLE			

If a permit is granted, I or we, agree to comply with the rules and regulation of the New Jersey Department of Transportation and the conditions included therein and on the reverse side / second page of this form. In addition, I or we, understand that N.J.S.A. 27:7-44.1 makes any violation of the provisions of the permit subject to a fine (Not exceeding \$100.00 per day) and civil action for the costs of prosecution as well as civil action for trespass to remove any non-conforming use. No work in connection with this application will be started until the final permit is approved and issued.

Included is the required application fee in the amount of \$ \_\_\_\_\_

(Signature of Agent or Authorized Representative)

Title

Name of Agent or Authorized Representative (Printed)

Date

**PROTECTION FROM SUITS**

The permittee shall defend, indemnify, protect and save harmless the State and its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damage of whatever kind or nature arising out of or claimed to arise out of, any negligent act, error, or omission of the permittee, its agents, servants, and employees in the performance of the work covered by this permit.

**PROTECTION OF TRAVELING PUBLIC**

All openings shall be properly guarded both day and night with approved signs, barricades, lights, etc. and if considered necessary, the services of a qualified traffic director or directors shall be employed. Interference with pedestrian or vehicular traffic shall be reduced to a minimum and no greater part of the roadway shall be opened at any time than that approved by the Department. Transverse openings shall be restricted so that not more than one half of the traveled way will be obstructed at any time. Work shall be scheduled and executed to present a minimum of inconvenience to the public. Where feasible, transverse subsurface installations shall be made by the boring or jacking method. Steel plates are to be used a protection on openings maintained overnight in the traveled way.

**TIME LIMIT**

After any opening is made the work shall be carried on without delay and final restoration of disturbed surface shall be completed as soon as conditions permit. If the work has not been completed before the expiration date of the permit and the permittee fails to request an extension of time, the Department may, if it considers it advisable, take the necessary steps to backfill and permanently resurface the opening for which the permit had been issued. If time extension is needed for the completion of the work, approval may be obtained either by letter of request or if the Department deems it necessary a new application must be filed. Permits will not be issued for a period in excess of 12 months.

**EXCAVATION**

Work shall be conducted to eliminate interference with subsurface utilities and their appurtenances unless permission for interference has been obtained from the proper authorities. No excavation which could endanger or damage trees or shrubbery shall be made without the Department's approval. Blasting is not generally approved and will only be permitted by special consent of the Department.

**Note:** Where applicable, rules and regulations of the New Jersey Department of Labor shall be in effect.

**BACKFILLING AND TEMPORARY PAVING**

All excavations shall be completely backfilled and as great a portion as possible of the excavated material shall be replaced. Compaction shall be accomplished by mechanical tamping or as otherwise directed. Additional material shall be supplied when a deficiency occurs. If the inspector considers the excavated material unsatisfactory for backfill, approved material shall be supplied and the excess unapproved material removed. If tamping alone is employed, the material shall be placed in steps not exceeding 12 inches in depth, moistened if directed, and each step shall be properly tamped until thoroughly compacted. Longitudinal ditches in sidewalk areas may be consolidated by rolling with dual-tired fully loaded trucks of not less than 28,000 pounds net weight. Trenches may not be flushed or puddle except by specific permission of the Department. If immediate replacement of permanent pavement is not feasible, the temporary restoration shall consist of not less than 2 inches of cold patch material consolidated to highway grade. The permittee shall maintain the temporary pavement in a satisfactory condition until permanent repairs are made.

**REPLACEMENT OF PAVEMENT ON CONCRETE BASE**

The base is to be squared and cut on a vertical plane to a width and length of not less than 12 inches greater than the original cut. The surface restoration shall extend 12 inches wider and longer than the area of the base. The base shall be composed of a mixture of portland cement concrete, one part cement, two parts concrete sand and four parts coarse aggregate. The concrete base shall not be less than 9 inches in depth. Surface replacement shall duplicate as closely as possible the original pavement in type, material, color, texture, and depth. Reinforcement, if required, shall be placed in accordance with instructions under "Replacement of Concrete Surface."

**REPLACEMENT OF CONCRETE SURFACE**

The opening is to be squared with the sides truly parallel and perpendicular to the center line of pavement and not closer than 18 inches to any expansion joint. Steel reinforcement shall be replaced. The type of reinforcing and its spacing shall be determined while the existing concrete is being removed. New reinforcing shall be lapped thirty (30) diameters and attached to the existing reinforcing which shall be sent back while the work is in progress. Where restoration is made in pavement not reinforced, reinforcement of a type and spacing shall be determined by the Department. The concrete mixture to be used shall be determined by the size of the restoration. For repairs averaging two (2) square yards or less, a mixture of 1:1 1/2:2 shall be used and the aggregate size shall not be less than threequarter (3/4) inch. For larger restoration a mix of 1:1-3/4:3-1/2 shall be used with coarse aggregates to conform to standard specifications. High early strength concrete shall be used exclusively unless otherwise directed. Accelerating additives may be used upon receiving specific permission from the Department. All openings shall be at least two (2) feet from the sides and ends of slabs. Where an opening adjacent to a joint is necessary, a reinforcing sill or bolster, 12" x 12", shall be constructed under the edge of the adjacent slab.

**SHOULDER RESTORATION**

Shoulders shall be replaced in kind or as otherwise directed. Where conditions require and the Department considers it necessary, surface treated gravel shoulders or any portion thereof shall be restored by applying two (2) inches of bituminous material in place of the oil treatment. The base of all shoulders shall be restored as originally constructed.

**BACKFILL IN TUNNELS**

Where it becomes necessary to resort to tunneling operations within Highway Right of Way, the backfill shall be of rammed lean Portland cement concrete, proportions one (1) cement to twelve (12) fine aggregate, or otherwise directed by the Department.

**MATERIALS AND WORKMANSHIP**

Materials and workmanship used in construction affecting Highway property shall be in accordance with the Department's Standard Specifications and are subject to inspection and approval of the Department of Transportation. Where conditions warrant, the Department may assign an inspector to the project at the expense of the permittee. The Department shall reserve the right to demand from the applicant as a condition of any permit, a bond or certified check in an amount sufficient to guarantee or insure the proper maintenance or restoration of the area disturbed.

**SPECIAL CONDITIONS**

The Department reserves the right to impose special conditions in special cases.

**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 Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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:

## **EXHIBIT B (Cont)**

(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 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 Dept. of LWD, Construction EEO Monitoring Program, 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:

## **EXHIBIT B (Cont)**

(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 Dept. of LWD, Construction EEO Monitoring Program. 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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.



## **EXHIBIT B (Cont)**

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT  
WORKFORCE REPORT – CONSTRUCTION (AA201)**

**DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS**

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

**THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY  
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED  
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE  
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:**

**NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN  
PUBLIC CONTRACTS  
P.O. BOX 209  
TRENTON, NJ 08625-0209  
(609) 292-9550**

# STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE  
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201  
Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](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 AWARDED CONTRACT							
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Name:							
				Address:							
(Name)				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD			
(Street Address)				6. NAME AND ADDRESS OF PROJECT				7. PROJECT NUMBER			
(City) (State) (Zip Code)				Name:				Address:			
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES NO			
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)

## INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- ( AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Division of CC/EEO in Public Contracts.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted.  
(i.e., 1/1/00 – 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Division of CC/EEO in Public Contracts.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.  
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).  
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.  
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.  
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.  
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.  
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTRACTOR IS TO RETAIN THE FOURTH COPY MARKED "CONTRACTOR" SUBMIT THE THE THIRD COPY MARKED "PUBLIC AGENCY" TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

State Of New Jersey  
Division Of Contract Compliance And  
Equal Employment Opportunity In Public Contracts

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:  
[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

3. FID or SS Number

1. Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project

County

7. Project ID Number

(CITY)

(STATE)

(ZIP CODE)

			CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS		16. CUM. % OF W/H			
8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT		A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H	MIN. HOURS	FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H	
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			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE)

(TELEPHONE NUMBER)

(EXT.)

(DATE)

*PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS*  
*(for Contractor and Sub-Contractor's Use for Weekly and Final Certification)*  
*(N.J.A.C. 12:60-2.1 and 6.1)*

NJ Department of Labor & Workforce Development  
Division of Wage and Hour Compliance  
Public Contracts Section  
P.O. Box 389  
Trenton, New Jersey 08625-0389

### Submit to Public Body or Lessor

[illegible]

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of signatory party) (Title)  
do hereby state and certify:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_;  
(Contractor or Subcontractor) (Building or Work)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and ending the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, all persons employed on said project have been paid the full weekly  
wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the  
full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage  
Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A.  
34:11-4.1 et seq.

\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct  
and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage  
rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for  
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in good standing, in an  
apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey  
Department of Education or by the Bureau of Apprenticeship Training in the United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS  
☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above  
referenced payroll, payments of fringe benefits as listed in the contract have been or will be  
made when due to appropriate programs for the benefit of such employees, except as noted in  
Section 4(c) below.

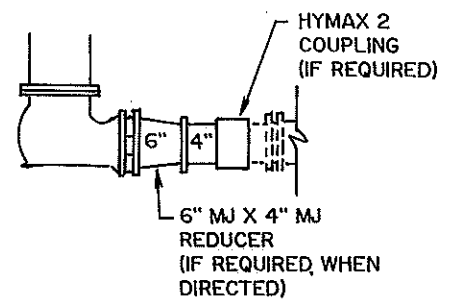
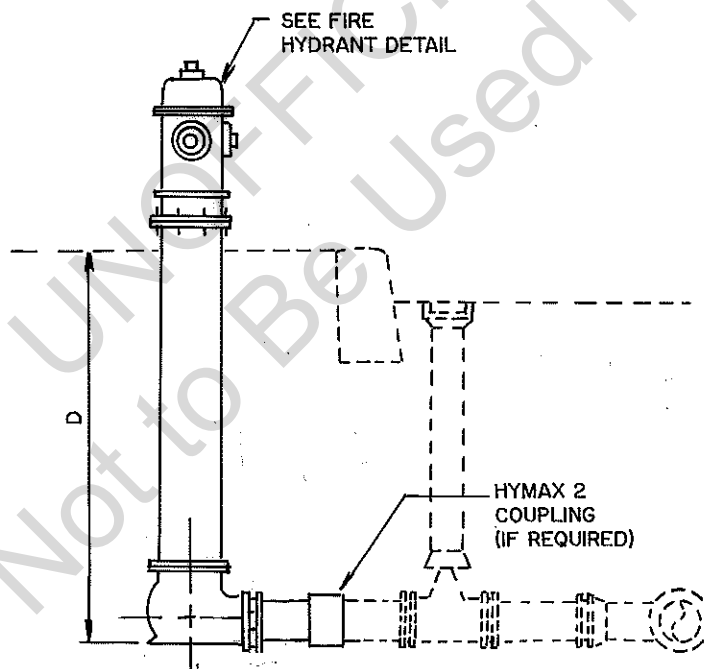
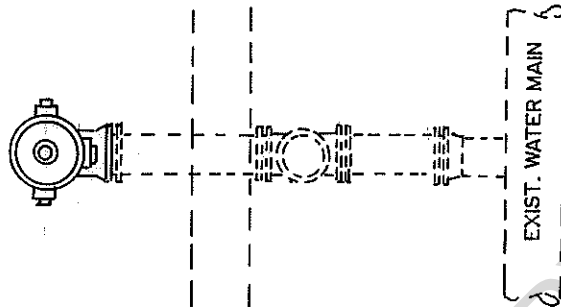
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on  
the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the  
amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c)  
below.

(c) FRINGE BENEFITS

EXCEPTIONS (CRAFT)
REMARKS
PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER HOUR IN BLOCK 9 ON THE REVERSE SIDE*
1) Medical or hospital coverage <input type="checkbox"/>
2) Dental coverage <input type="checkbox"/>
3) Pension or Retirement <input type="checkbox"/>
4) Vacation, Holidays <input type="checkbox"/>
5) Sick days <input type="checkbox"/>
6) Life Insurance <input type="checkbox"/>
7) Other (Explain) <input type="checkbox"/>
* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER EMPLOYEE.

(5) N.J.S.A. 12:60-2.1 and 6.1 - The Public Works employers shall submit to the public body or lessor a  
certified payroll record each pay period within 10 days of the payment of wages.

Contractor Registration Number
NAME AND TITLE
THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.



ALTERNATE

**TOWN OF DOVER  
ENGINEERING DEPARTMENT**

MAIL: 37 N. SUSSEX STREET  
OFFICE: 100 PRINCETON AVENUE  
DOVER, NEW JERSEY 07801  
TEL (973) 366-2200 EXT. 2154/2152  
FAX (973) 366-0039

*Michael A. Hantson*  
MICHAEL A. HANTSON - P.E.  
N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

12/21/12  
DATE:

**HYDRANT  
REPLACEMENT  
CASE #1**

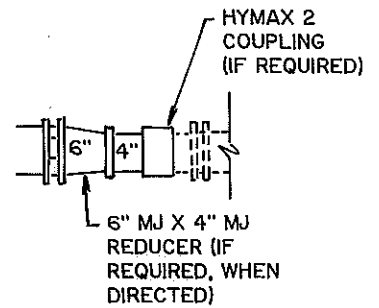
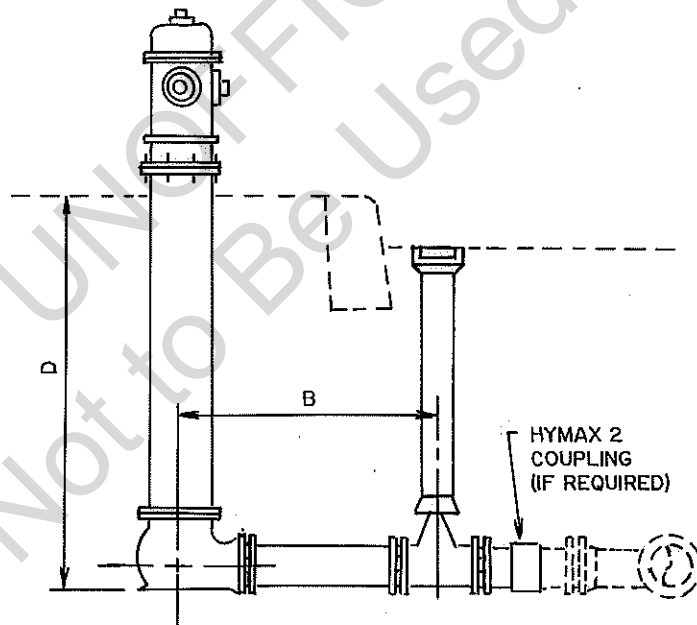
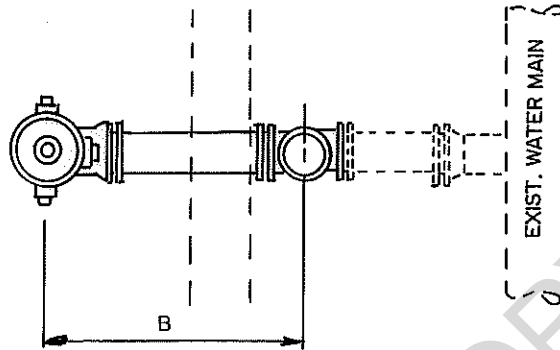
PROJECT NO.

SCALE:  
N.T.S.

SHEET \_\_\_\_ OF \_\_\_\_

REVISION: \_\_\_\_





ALTERNATE

**TOWN OF DOVER  
ENGINEERING DEPARTMENT**

MAIL: 37 N. SUSSEX STREET  
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N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

12/21/18  
DATE:

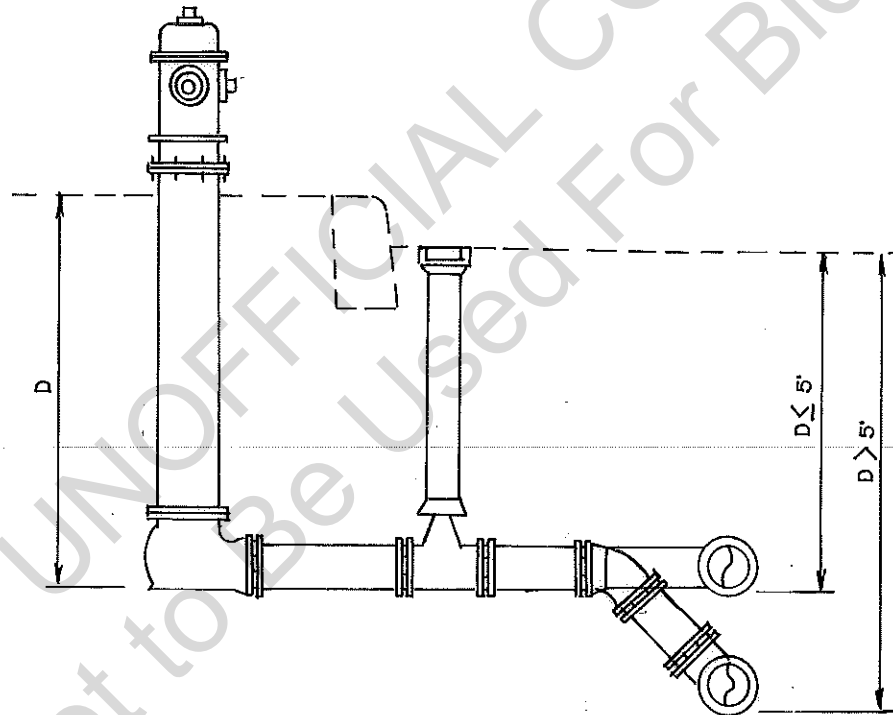
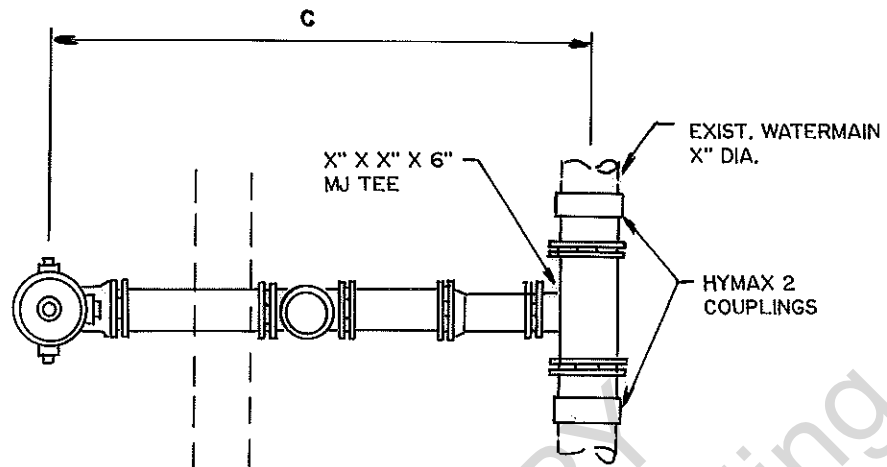
**HYDRANT  
REPLACEMENT  
CASE #2**

PROJECT NO.

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N.T.S.

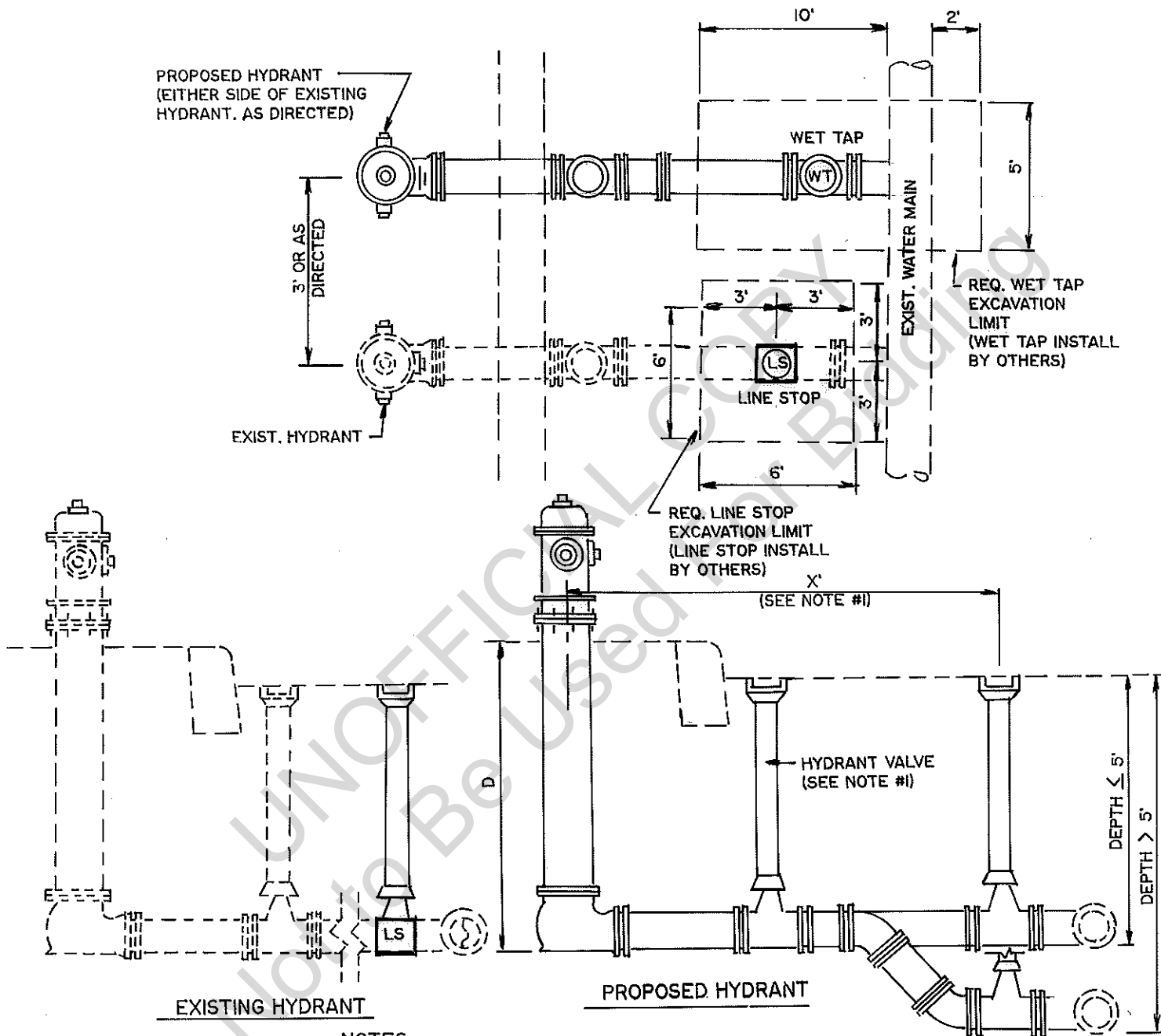
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REVISION: \_\_\_\_\_



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Not to Be Used For Bidding

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**NOTES:**

1. IF 'X'  $<$  10', WET TAP VALVE WILL SERVE AS HYDRANT VALVE AND HYDRANT VALVE SHALL BE ELIMINATED AND CREDITED ITEM M-18.

**TOWN OF DOVER  
ENGINEERING DEPARTMENT**

MAIL: 37 N. SUSSEX STREET  
OFFICE: 100 PRINCETON AVENUE  
DOVER, NEW JERSEY 07801  
TEL (973) 366-2200 EXT. 2154/2152  
FAX (973) 366-0039

*Michael A. Hantson*  
MICHAEL A. HANTSON - P.E.  
N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

12/21/18  
DATE:


**HYDRANT  
REPLACEMENT  
CASE #4**

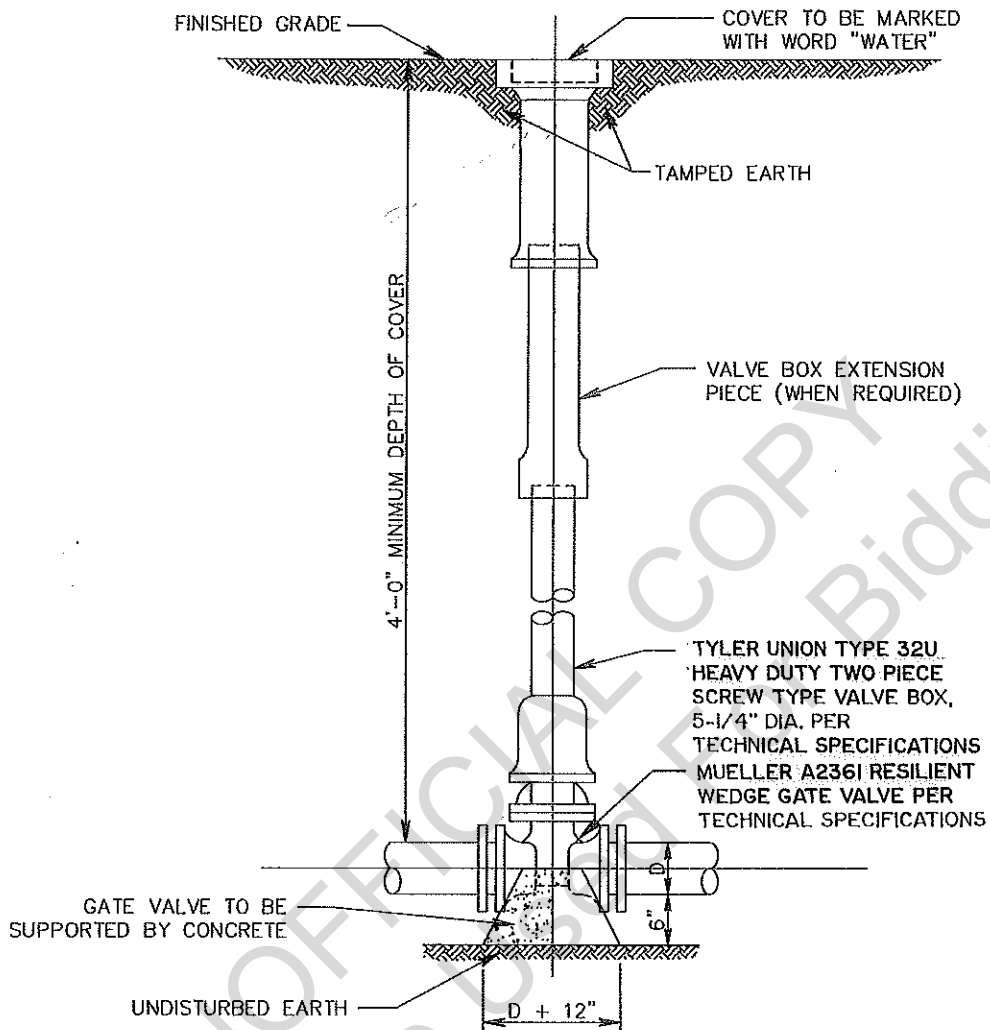
PROJECT NO.

SCALE:  
N.T.S

SHEET \_\_\_\_ OF \_\_\_\_


REVISION: \_\_\_\_

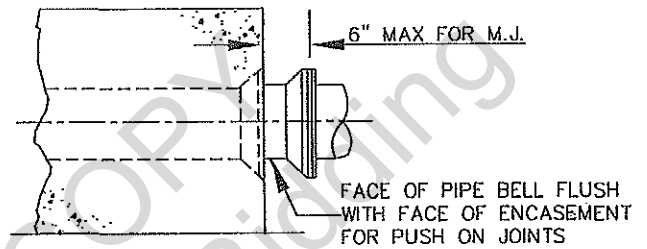
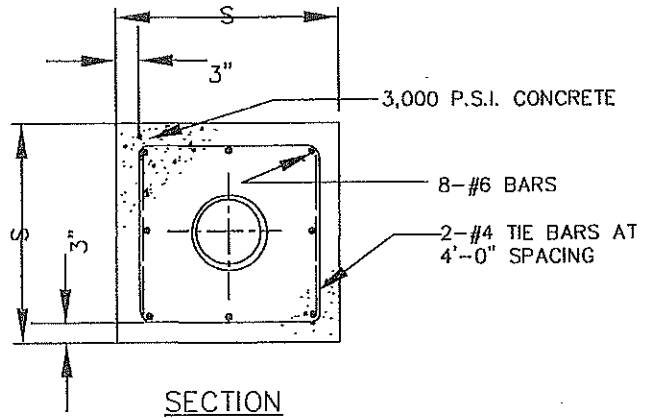
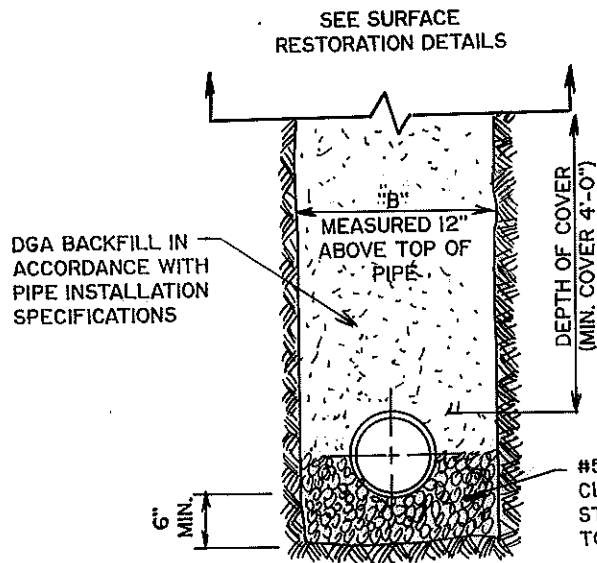
		<p align="center"><b>TOWN OF DOVER</b> <b>ENGINEERING DEPARTMENT</b></p> <p align="center">MAIL: 37 N. SUSSEX STREET OFFICE: 100 PRINCETON AVENUE DOVER, NEW JERSEY 07801</p> <p align="center">TEL (973) 366-2200 EXT. 2154/2152 FAX (973) 366-0039</p>		<p align="center"><b>FIRE HYDRANT DETAIL</b></p>	
		<p align="center"> MICHAEL A. HANTSON - P.E. N.J. PROFESSIONAL ENGINEER LICENSE NO. 27078</p>		<p align="center">12/21/12 DATE:</p>	
		<p>PROJECT NO. _____</p>		<p>SCALE: N.T.S.</p>	
		<p>SHEET _____ OF _____</p>		<p>REVISION: _____</p>	



**NOTES:**

1. REFER TO  
PIPE BEDDING AND BACKFILL DETAILS.
2. PROVIDE VALVE STEM EXTENSION  
WHERE DEPTH TO VALVE REQUIRES IT.

		<b>TOWN OF DOVER ENGINEERING DEPARTMENT</b>		<b>GATE VALVE AND BOX DETAIL</b>	
		MAIL: 37 N. SUSSEX STREET OFFICE: 100 PRINCETON AVENUE DOVER, NEW JERSEY 07801			
		TEL (973) 366-2200 EXT. 2154/2152 FAX (973) 366-0039			
		 <b>MICHAEL A. HANTSON - P.E.</b> N.J. PROFESSIONAL ENGINEER LICENSE NO. 27078			
		12/21/12 DATE:		PROJECT NO.	SCALE: N.T.S.
				SHEET ____ OF ____	REVISION: _____



PIPE SIZE	TRENCH WIDTHS	
	"B"	
	MIN.	MAX.
6"	21"	30"
8"	24"	32"
10"	26"	36"
12"	28"	36"
16"	32"	42"

PIPE SIZE	S
8"	2'-0"
10"	2'-6"
12"	2'-6"
16"	3'-0"

NOTES:

1. REINFORCED CONCRETE ENCASEMENTS ARE REQUIRED FOR STREAM CROSSINGS OR FOR UNUSUAL EARTH OR SURFACE LOADS AND FOR ANCHORAGES.

BEDDING AND BACKFILL

ENCASEMENT DETAILS

TOWN OF DOVER  
ENGINEERING DEPARTMENT

MAIL: 37 N. SUSSEX STREET  
OFFICE: 100 PRINCETON AVENUE  
DOVER, NEW JERSEY 07801  
TEL (973) 366-2200 EXT. 2154/2152  
FAX (973) 366-0039

*Michael A. Hantson* 12/21/12  
MICHAEL A. HANTSON - P.E.  
N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

DATE:

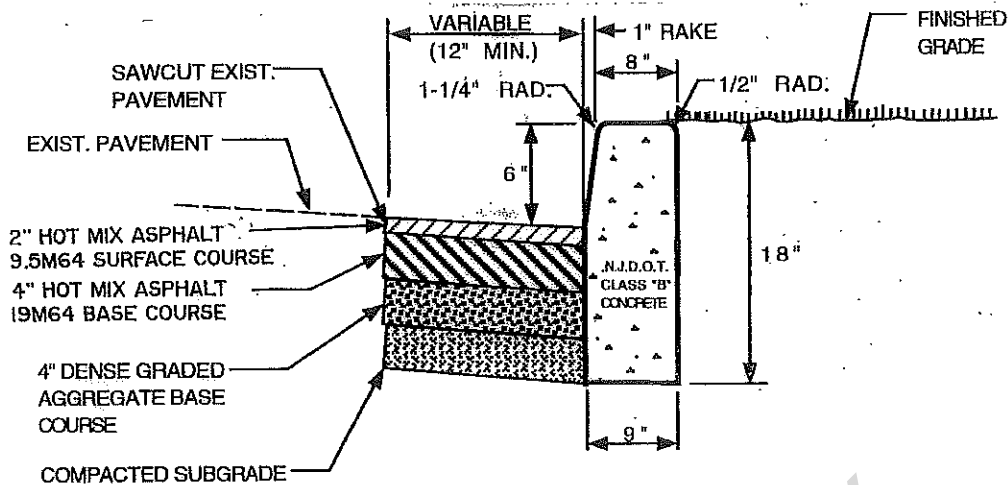
PIPE BEDDING,  
BACKFILL AND  
ENCASEMENT DETAILS

PROJECT NO.

SCALE:  
N.T.S.

SHEET \_\_\_\_ OF \_\_\_\_

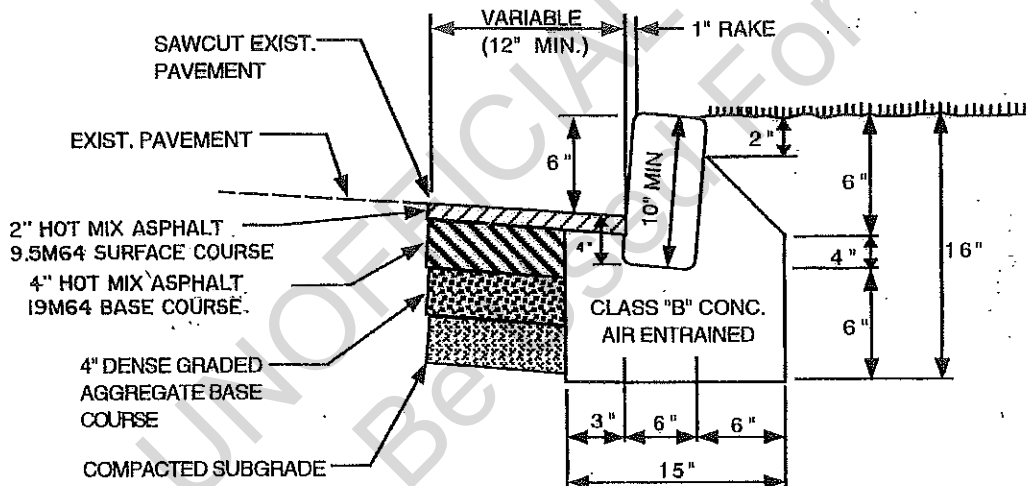
REVISION: \_\_\_\_



**NOTES:**

1. TRANSVERSE JOINTS 1/2" WIDE SHALL BE INSTALLED IN THE CURB 20' APART AND SHALL BE FILLED WITH PREFORMED BITUMINOUS IMPREGNATED FIBER JOINT FILLER, COMPLYING WITH THE REQUIREMENTS OF A.A.S.H.O. SPEC. M-213, RECESSED 1/4" IN FROM THE FRONT FACE AND TOP OF CURB.


**CONCRETE VERTICAL CURB**

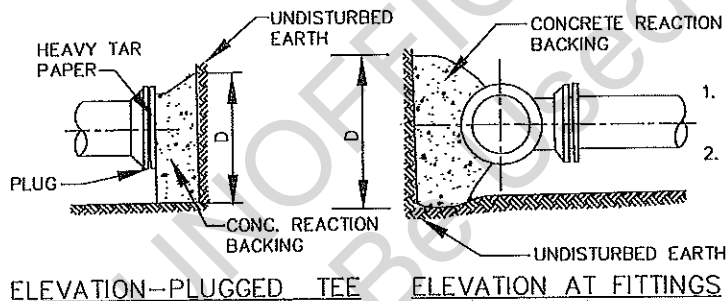
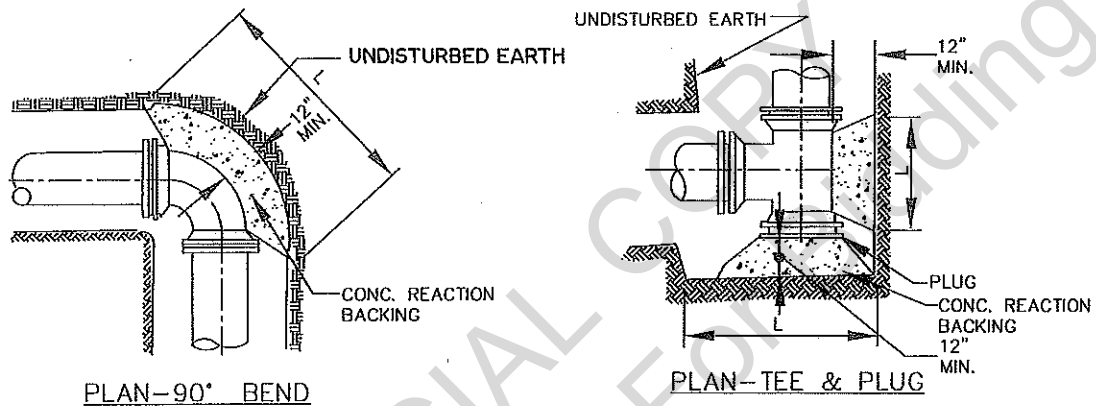
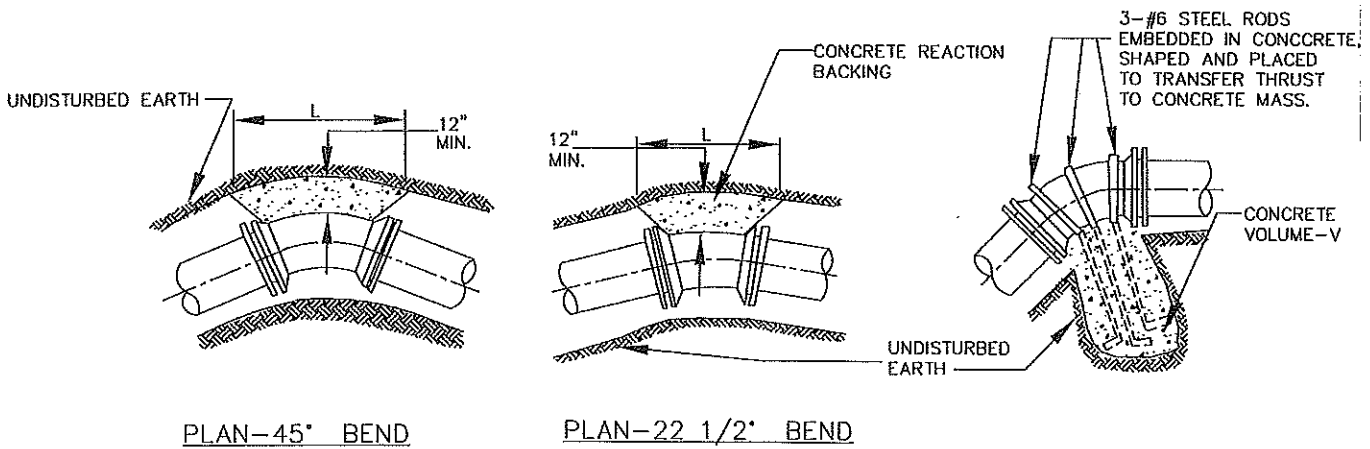


**NOTES:**

1. DENSE GRADED AGGREGATE BASE COURSE SHALL BE USED IF REQUIRED TO MAKE ANY GRADE ADJUSTMENTS.
2. JOINTS ARE TO BE 3/4" WIDE AND POINTED WITH 1:2 MIX CEMENT MORTAR. JOINTS TO BE CLEANED PRIOR TO POINTING.

**GRANITE BLOCK CURB**

		<b>TOWN OF DOVER ENGINEERING DEPARTMENT</b>		<b>CURB REPAIR DETAILS</b>	
		MAIL: 37 N. SUSSEX STREET OFFICE: 100 PRINCETON AVENUE DOVER, NEW JERSEY 07801			
		TEL (973) 366-2200 EXT. 2154/2152 FAX (973) 366-0039			
		 <b>MICHAEL A. HANTSON - P.E.</b> N.J. PROFESSIONAL ENGINEER LICENSE NO. 27078			
				PROJECT NO.	SCALE: N.T.S.
				SHEET ____ OF ____	REVISION: ____



#### NOTES:

1. DIMENSIONS FOR REACTION BACKING ARE BASED ON ALLOWABLE SOIL BEARING OF 2,000 P.S.F. AND A HYDROSTATIC PRESSURE OF 150 P.S.I.
2. ALL CONCRETE WILL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I. AND WILL BE POURED AGAINST UNDISTURBED EARTH AND CLEAR OF FITTING JOINTS AND BOLTS.

REACTION BACKING SCHEDULE											
PIPE SIZE	TEE OR PLUG		90° BEND			45° BEND			22 1/2° BEND		
	HOR.		HOR.		VERT.	HOR.		VERT.	HOR.		VERT.
	L	D	L	D	V(CY)	L	D	V(CY)	L	D	V(CY)
6"	3'-0"	12"	4'-3"	12"	*	2'-3"	12"	1.2	18"	12"	0.5
8"	3'-6"	18"	4"-9"	18"	*	2'-9"	18"	2.0	18"	18"	1.0
10"	4'-0"	2'-0"	5'-0"	2'-0"	*	3'-0"	2'-0"	3.0	2'-0"	18"	1.4
12"	4'-9"	2'-6"	6'-0"	2'-6"	*	3'-3"	2'-6"	*	2'-0"	2'-6"	2.0
16"	6'-3"	3'-0"	7'-6"	3'-6"	*	4'-9"	3'-0"	*	2'-9"	2'-9"	*

\* REQUIRES REINFORCED CONCRETE ENCASEMENT AND ANCHORAGE - SPECIAL DESIGN.

#### TOWN OF DOVER ENGINEERING DEPARTMENT

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MICHAEL A. HANTSON - P.E.  
N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

DATE:

#### CONCRETE REACTION BACKING FOR FITTINGS

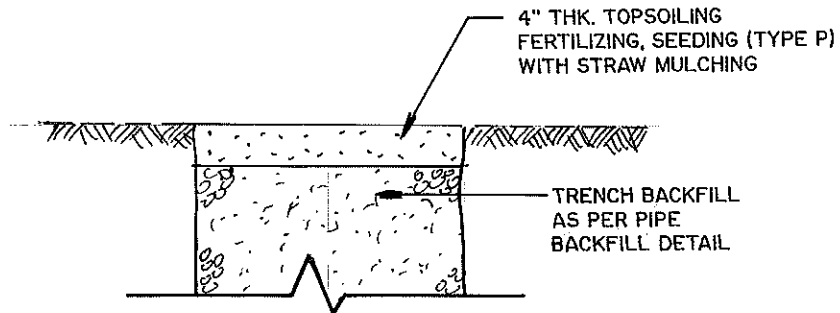
PROJECT NO.

SCALE:  
N.T.S.

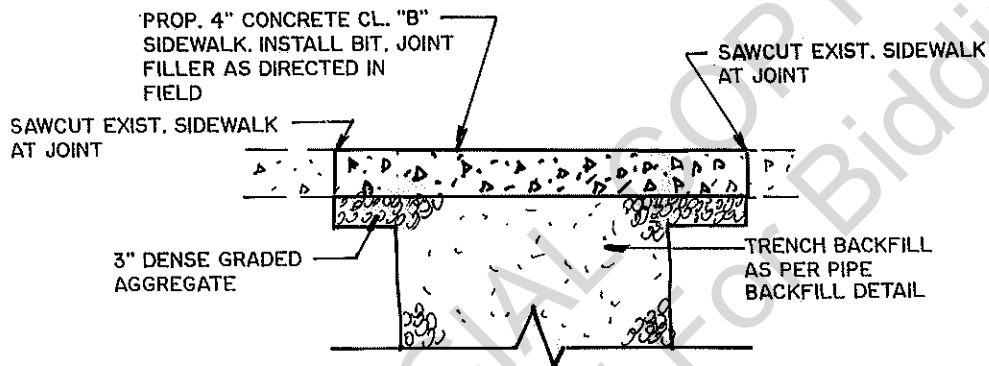
SHEET \_\_\_\_ OF \_\_\_\_

REVISION: \_\_\_\_

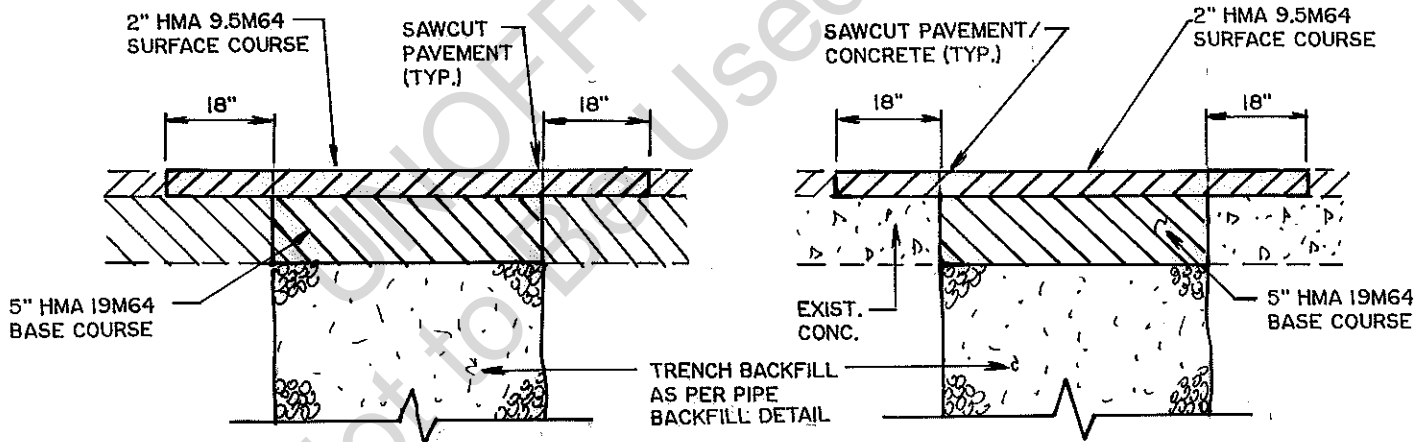




**SURFACE RESTORATION TYPE 1**



**SURFACE RESTORATION TYPE 2**



**SURFACE RESTORATION TYPE 3**

**SURFACE RESTORATION TYPE 4**

**NOTE:** SURFACE COURSE PAVEMENT SHALL BE PLACED IN TWO STAGES IN ACCORDANCE WITH THE FOLLOWING,  
 A. STAGE 1 - 2" HMA 9.5M64 SHALL BE COMPACTED FLUSH TO EXISTING PAVEMENT.  
 B. STAGE 2 - AFTER 6 MONTHS, THE TRENCH WIDTH PLUS 36" SHALL BE MILLED 2" DEEP AND SHALL BE RESURFACED WITH 2" HMA 9.5M64 COMPACTED FLUSH TO EXIST. PAVEMENT.  
 C. NO PERMANENT PAVING SHALL BE DONE BETWEEN DECEMBER 1 AND APRIL 1.

**TOWN OF DOVER  
ENGINEERING DEPARTMENT**

MAIL: 37 N. SUSSEX STREET  
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DOVER, NEW JERSEY 07801  
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**MICHAEL A. HANTSON - P.E.**  
N.J. PROFESSIONAL ENGINEER  
LICENSE NO. 27078

12/21/18  
DATE:

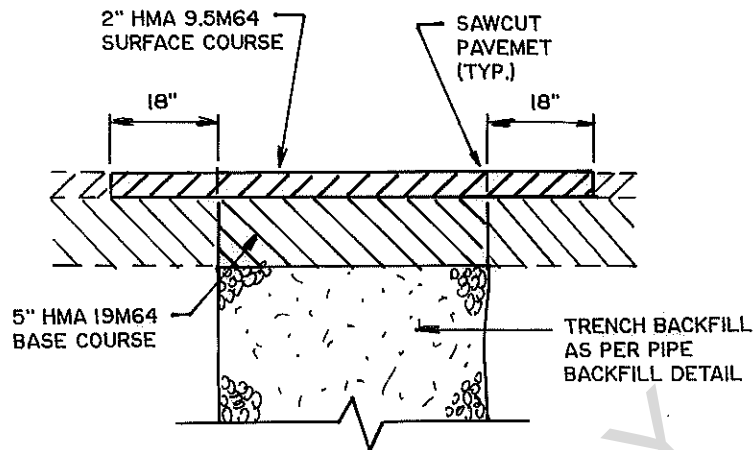
**MUNICIPAL ROADWAY  
SURFACE RESTORATION  
DETAILS**

PROJECT NO.

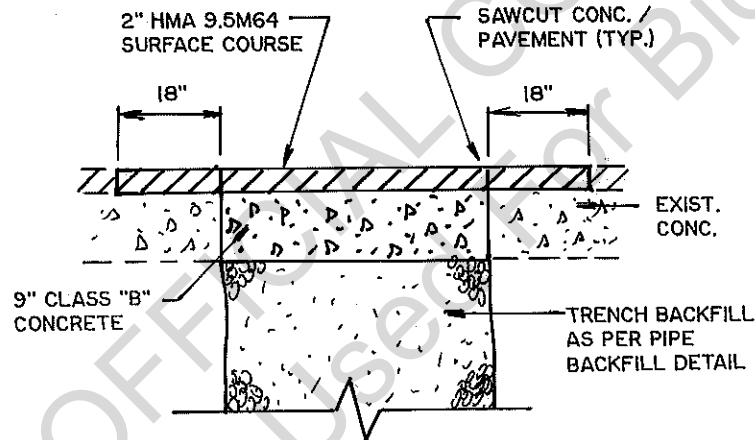
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SHEET \_\_\_\_ OF \_\_\_\_

REVISION: \_\_\_\_\_



**SURFACE RESTORATION TYPE 5**



**SURFACE RESTORATION TYPE 6**

**NOTE:**

SURFACE COURSE PAVEMENT SHALL BE PLACED IN TWO STAGES IN ACCORDANCE WITH THE FOLLOWING;  
 A. STAGE 1 - 2" HMA 9.5M64 SHALL BE COMPACTED FLUSH TO EXISTING PAVEMENT.  
 B. STAGE 2 - AFTER 6 MONTHS, THE TRENCH WIDTH PLUS 36" SHALL BE MILLED 2" DEEP AND SHALL BE RESURFACED WITH 2" HMA 9.5M64 COMPACTED FLUSH TO EXIST. PAVEMENT.  
 C. NO PERMANENT PAVING SHALL BE DONE BETWEEN DECEMBER 1 AND APRIL 1.

**TOWN OF DOVER  
ENGINEERING DEPARTMENT**

MAIL: 37 N. SUSSEX STREET  
 OFFICE: 100 PRINCETON AVENUE  
 DOVER, NEW JERSEY 07801  
 TEL (973) 366-2200 EXT. 2154/2152  
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*Michael A. Hantson*  
 MICHAEL A. HANTSON - P.E.  
 N.J. PROFESSIONAL ENGINEER  
 LICENSE NO. 27078

12/21/10  
 DATE:

**MORRIS COUNTY  
ROADWAY RESTORATION  
DETAILS**

PROJECT NO.

SCALE:  
N.T.S.

SHEET \_\_\_\_ OF \_\_\_\_

REVISION: \_\_\_\_\_