

**SPECIFICATIONS**

**FOR**

**EMERGENCY**

**WATER / SEWER MAIN REPAIR**

**2024-2026**

**EAST WINDSOR MUNICIPAL UTILITIES  
AUTHORITY**

**MERCER COUNTY**

**NEW JERSEY**

**7 WILTSHIRE DRIVE**

**EAST WINDSOR, NJ 08520**

## NOTICE TO BIDDERS

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
7 WILTSHIRE DRIVE, EAST WINDSOR, NJ 08520  
609-443-6000**

### WILL ACCEPT BIDS FOR

### EMERGENCY WATER/SEWER MAIN REPAIR 2024-2026

Sealed bids will be received by the Executive Director of the East Windsor Municipal Utilities Authority, East Windsor, New Jersey, County of Mercer, in the Board Room at the Administration Building, 7 Wiltshire Drive, East Windsor, NJ 08520 for: **Emergency Water/Sewer Main Repair 2024-2026 – Bid opening is 11:00am on November 5, 2024 at the East Windsor MUA Administration offices, 7 Wiltshire Drive, East Windsor N.J. 08520.**

Specifications are on file in the Authority Administration Building, 7 Wiltshire Drive, East Windsor, NJ 08520, and may be obtained by prospective bidders during the hours of 9:00 a.m. to 4:00 p.m. Specifications may also be obtained from our website [www.Eastwindsormua.com](http://www.Eastwindsormua.com). Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bids must be accompanied by an agreement of surety (consent of surety) furnished by only those sureties who meet the requirements set forth in N.J.S.A. 2A:44-143, wherein the surety company agrees to post a performance bond of 100% of the awarded amount, and a payment bond of 100% of the awarded amount, if the contract is awarded in principal. The aggregate sum of both bonds shall therefore equal 200% of the total contract price.

Bids must be accompanied by a certified check, cashier's check or bid bond payable to East Windsor Municipal Utilities Authority in the amount of **10% of the bid total, not to exceed \$20,000.** All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and bids of such bidders shall be considered as withdrawn. Within 3 days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq (Prevailing Wages) N.J.S.A. 52:32-44, et seq (NJ Business Registration).

A corporation submitting a bid, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The East Windsor Municipal Utilities Authority, when applicable, reserves the right to take any number of units up to the maximum indicated in the specifications to increase or decrease the quantity by executing a change order provided that the change shall not cause the originally awarded contract price to be exceeded cumulatively by more than 20% net, in accordance with N.J.A.C. 5:34-4.2. The East Windsor Municipal Utilities Authority reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the East Windsor Municipal Utilities Authority. The East Windsor Municipal Utilities Authority also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the East Windsor Municipal Utilities Authority shall have the authority to award the contract to the bidder selected by the East Windsor Municipal Utilities Authority in its sole discretion.

**BY ORDER** of the East Windsor Municipal Utilities Authority.

**Richard Brand**  
Executive Director

10/4/2024

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY**  
**INSTRUCTIONS TO BIDDERS**

Sealed proposals will be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

**BIDS FORWARDED THROUGH MAIL**

The East Windsor Municipal Utilities Authority will not assume responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the East Windsor Municipal Utilities Authority at the time and at the place designated.

Bids may be hand delivered or mailed. However, the East Windsor Municipal Utilities Authority disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, name and address of bidder and title of bid must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

**PROPOSAL FORM**

Each proposal is to be submitted on the proposal form attached. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the East Windsor Municipal Utilities Authority, (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 being bid. Proposals on forms other than herewith provided will not be accepted.

All prices and amounts must be written in ink or preferably typewritten. 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 East Windsor Municipal Utilities Authority. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

**BID PRICES**

Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, or any other labor or materials required by these specifications. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the East Windsor Municipal Utilities Authority. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

### **BID GUARANTY**

Bid must be accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the bid total, not in excess of \$20,000, payable to East Windsor Municipal Utilities Authority. 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 East Windsor Municipal Utilities Authority. All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within 3 days, Sundays and holidays excepted, after the awarding and signing of the contract, the bid security of the remaining unsuccessful bidders shall be returned to them. The Bid security must comply with the requirements of New Jersey law and must be in a form acceptable to the East Windsor Municipal Utilities Authority Attorney. In the event that the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the East Windsor Municipal Utilities Authority.

### **WARRANTY**

The successful bidder shall be required to furnish the warranty from the equipment manufacturer when contract is initiated.

### **GUARANTEE**

The vendor shall guarantee any or all materials supplied under these specifications for at least one year. Defective or inferior items shall be replaced at the expense of the vendor.

## **INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the East Windsor Municipal Utilities Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related 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. In the event the bidder fails to be notified the East Windsor Municipal Utilities Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The East Windsor Municipal Utilities Authority's interpretations or corrections thereof shall be final.
- 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 East Windsor Municipal Utilities Authority of the extended totals shall govern.

## **FAILURE TO SIGN CONTRACT**

The failure of the successful Bidder to sign the Contract within fourteen (14) days of the award of the Contract to the successful Bidder, shall be sufficient cause to rescind the award. The East Windsor Municipal Utilities Authority may then, at its option accept the bid of the next lowest responsible bidder. It is understood by the Bidder that the certified check, cashiers check or bid bond shall be forfeited to East Windsor Municipal Utilities Authority in the event of the Bidder's failure to comply with the foregoing. It is further understood by the Bidder that such forfeiture shall be considered as liquidated damages for the delay and additional expense incurred by the East Windsor Municipal Utilities Authority due to the Bidder's failure to comply with these requirements and shall not be considered a penalty.

### **AWARD OF CONTRACT**

The East Windsor Municipal Utilities Authority reserves the right to award the Contract based upon the base bid alone and upon the combination of the base bid and the alternate. The bid specifications may also contain option bids. The East Windsor Municipal Utilities Authority may, in its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder.

### **WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the opening of bids. Furthermore, the attachment of any conditions, limitations, or ancillary provisions by a bidder to the bid proposal will cause the bid to be classified as irregular and will render the bid subject to rejection.

Sealed bids forwarded to the East Windsor Municipal Utilities Authority 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 principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

### **POWER OF ATTORNEY**

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **WORKER'S WAGES**

The contractor shall at all times during the performance of the contract comply with the Prevailing Wage Act (P.L. 1963), C. 150, N.J.S.A. 34:11-56.25 et. seq.). All workers employed in the performance of the contract shall be paid not less than the prevailing rate in this area for each type of work.

### **RIGHT TO KNOW ACT**

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, each bidder must furnish the East Windsor Municipal Utilities Authority a "Material Safety Data Sheet" for each product they supply the East Windsor Municipal Utilities Authority which contains a substance listed on the Hazardous Substance List. Furthermore, in compliance with the Uniform Labeling requirement, a label shall be affixed or stenciled on any product that contains such substances before delivery to the East Windsor Municipal Utilities Authority.

## **CERTIFICATE OF PAYMENT**

All contracts awarded will require the successful bidder to provide on a monthly basis a certificate of payment that all subcontractors, vendors, laborers, mechanics and trades have been paid per N.J.S.A. 2A:44-128 et seq.

## **CONDITIONS**

N.J.S.40A:11 et seq. (Local Public Contracts Law), in its entirety by reference, applies to all specifications drawn by the East Windsor Municipal Utilities Authority. This includes but is not limited to N.J.A.40A:11-18 which requires that only manufactured and farm products of the United States, wherever available, shall be used.

Unless otherwise specified, materials and equipment purchased will be inspected by the contracting agent as to meeting the quality and quantity requirements of the call for bids. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory. If the reports indicate that the materials do not meet the specifications, the expense of analysis shall be borne by the bidder holding the contract.

The bidder shall warrant all materials and services supplied under these specifications. The warranty shall include warranty of title, merchantability, fitness for a particular purpose and such other warranties that arise from the course of dealing or usage of trade. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

## **TERMINATION OF CONTRACT**

- A. If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the East Windsor Municipal Utilities Authority shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the East Windsor Municipal Utilities Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the East Windsor Municipal Utilities Authority for damages sustained by the East Windsor Municipal Utilities Authority by virtue of any breach of the contract by the contractor and the East Windsor Municipal Utilities Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the East Windsor Municipal Utilities Authority from the contractor is determined.
- C. The contractor agrees to indemnify and hold the East Windsor Municipal Utilities Authority 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 East Windsor Municipal Utilities Authority under this provision.
- D. In case of default by the successful bidder, the East Windsor Municipal Utilities Authority may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

**ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without written consent of East Windsor Municipal Utilities Authority, New Jersey.

**AWARD OF CONTRACT – PRICES FIRM**

The contract shall be awarded within sixty (60) days unless concerned parties agree to an extension. Award will be based on unit price of each item. Contract shall be awarded for a period of one (1) year \_\_\_\_ or two (2) years X or three (3) years \_\_\_\_.

The contract may be renewed for up two one-year extensions X or one two-year extension, upon mutual agreement of the East Windsor Municipal Utilities Authority and the contractor/vendor. In accordance with 40A:11-15, any price increases shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

The contract is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

**QUANTITY**

The East Windsor Municipal Utilities Authority reserves the right to take any number of units, when applicable, up to the maximum indicated in the specifications or to increase the quantity by executing a change order not to exceed 20% of the overall contract amount or to omit various items as may be in the best interest of the East Windsor Municipal Utilities Authority to do so in accordance with N.J.A.C. 5:34-4.2. No warranty is given or implied as to the item or quantity that will be purchased.

**DELIVERY**

Delivery shall be made within twenty-one (21) calendar days after verbal and/or written confirmation. Item(s) to be quoted F.O.B. delivered to the following location:

**East Windsor Municipal Utilities Authority,  
7 Wiltshire Drive  
East Windsor, NJ 08520**

**PAYMENT**

Payment will be made with final written approval of authorized official within thirty (30) days of receipt of properly certified and tabulated invoice as authorized by the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq). In accordance with the Prompt Payment Law N.J.S.A. 2A:30A-1 et seq., if applicable.

**NOTE:       The East Windsor Municipal Utilities Authority is tax exempt.**



### **RESERVATIONS**

The East Windsor Municipal Utilities Authority reserves the right to accept or reject any or all bids, to waive minor irregularities and technicalities, to request rebids on the items and award bids in part or whole as the East Windsor Municipal Utilities Authority deems it will best serve its interests.

The East Windsor Municipal Utilities Authority reserves the right to waive minor details.

The East Windsor Municipal Utilities Authority reserves the right, where applicable, pursuant to N.J.S.A. 40A:11-13 (b), to award the bid based on the physical proximity of the bidder which is requisite to the efficient and economical purchase of the material or services.

### **EXCEPTIONS TO SPECIFICATIONS**

For purpose of evaluation where an equivalent product is being furnished in place of one requested, bidder must indicate any variation to our specifications. If no variations are indicated, it will be construed that the bid fully complies with the specifications.

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equivalency with the item specified. The burden of proof shall be on the vendor. The East Windsor Municipal Utilities Authority shall be the sole judge as to the equivalency of items bid to the specifications.

### **INSURANCE**

The successful bidder shall certify or cause to be certified to East Windsor Municipal Utilities Authority, upon request, Certificates of Insurance for the following:

- (1) Workers Compensation as required by State of New Jersey applicable to the work to be performed;
- (2) Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures if applicable, at a limit of not less than \$1,000,000 combined single limit for damages arising out of injury to or destruction of property;
- (3) Contractual liability insurance indemnifying and holding the East Windsor Municipal Utilities Authority harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control;
- (4) Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for incident;
- (5) With the exception of Workers Compensation, each Certificate shall name the East Windsor Municipal Utilities Authority as an additional insured. A copy of the additional insured endorsement for each insurance policy shall be provided to the Executive Director for the East Windsor Municipal Utilities Authority within thirty (30) days of the award of the contract.
- (6) The Certificate should include a thirty (30) day notice of cancellation provision.

## **East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair**

The East Windsor Municipal Utilities Authority water and sewer Distribution System is comprised of approximately 200 miles of water/sewer mains ranging in size from 4" diameter to 16" diameter for water and 6" to 36" for sewer which contain both gravity and forced (pressurized) line with an assortment of CIP, DIP, AC pipe, PVC, HDPE and pre stressed concrete pipe.

The purpose of this specification is to provide qualified contractors with an opportunity to Bid on repair/maintenance services on an as needed basis to the water distribution system and waste water collection system. Repairs may be required in a variety of locations which range from paved roadways to unobstructed utility easements. In the event of a water or sewer pipe break, blockage or other failure that results in a disruption of service, a public health threat or safety, it is understood that the successful contractor will be available on a seven day a week, 24 hour a day on call basis, including all holidays. It will be required for the contractor to have a work crew and all necessary equipment at the designated job site within two hours of verbal notification by the EWMUA. Contractor must have certified welders (butt fusion and electro-fusion) for HDPE pipe.

An emergency is defined as an event requiring immediate response such as a water main, sewer main break, service leak, or damaged fire hydrant as well as work within our Water and Waste Water Plants, Well Houses, and Pump Stations. A typical situation will involve the contractor receiving notice of work needed, and being required to respond without a written quotation for work prior to commencement and within two hours or less. Qualified contractors shall own and have readily available or be able to acquire equipment and fittings in sizes 4" through 16" to perform a Double Line Stop and or Insertion Type Valve on demand.

For all other work related to the repair and maintenance of water/sewer pipes and their appurtenances, the EWMUA and contractor will jointly develop a project schedule and cost estimate. This type of work will be referred to herein as "scheduled Projects". Hourly rates for manpower and equipment stated in the contract document shall apply. It shall be noted that EWMUA reserves the right to request proposals and award contracts to other contractors, for specific projects, who provide a lower cost or more efficient and effective means of completing the work.

The contractor will commence with excavation work once the physical mark out of all utilities has been secured. The contractor shall be responsible for contacting the underground locations service to request utility mark outs. The contractor will secure all other permits such as local Townships, county, or state for roadway openings. The contractor shall be responsible for all backfilling, compaction and roadway restoration and the backfilling of grass areas to the point of a rough grade. All curbs, sidewalks, and driveways affected by the repairs will be restored in a manner that conforms to all state, county or township standards depending upon jurisdiction. During the repair the contractor shall see that no hole or excavated site shall be left unattended, proper lights and barricades, or fencing will be used and prior to leaving the site the contractor

## **East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair**

shall properly police the site removing all debris to ensure the safety of the general public is maintained at all times. Before leaving the site, a temporary patch shall be applied on asphalt whenever applicable. The patch shall be of sufficient depth to assure bonding and shall be tampered down to create as smooth as patch as possible. The contractor shall be responsible for the maintenance of the temporary patch until the permanent patch is installed. The temporary patch shall be removed and a patch equal to the existing roadway shall be permanently installed making it a smooth transition from old to new surface. The permanent patch shall be installed within 90 days (during winter) and 60 days (during other seasons) of completion on the repair.

Because of the essential services provided by the owner (EWMUA), Bidders shall meet all of the following criteria:

1. This Bid is a time and material Bid for services on an as need basis for the emergency or scheduled repair or replacement of our water distribution system and or our waste water collection systems. This is an open –end contract consistent with N.J.A.C. 5:30-11.2 and N.J.A.C. 5:30-11.10.
2. The contractor shall have been in service business of this type of work for Ten (10) years. They will provide the EWMUA with current references demonstrating that they have performed satisfactory maintenance on, or new installations of similar systems. The contractor will provide the EWMUA with jobs that they have completed within the last five (5) years. This list will include the name of the contact person, phone number, and date of the repair or installation.
3. The contractor will also supply the EWMUA with a list of construction equipment and vehicles which states the age and condition of same.
4. The contractor will supply the EWMUA with a certified payroll with all payment requests. This is in accordance with the NJ prevailing wage act C150 PL1963. Prospective Contractors are required to comply with Affirmative Action language in C.127 of P.L. 1975.
5. The contractor shall have a state of New Jersey Contractors certification and provide proof of same along with any additional required licenses, when required.
6. The contractor shall maintain a twenty four (24) hour service capability with sufficient man power, equipment and vehicles to assure emergency repair response, and have a representative at the designated job site within one (1) hour of notification. The determination as to which jobs are to be considered as emergency jobs will be made by the EWMUA.
7. When the contractor is summoned for work he will be given instructions by the EWMUA personnel as to the address location for the repair.
8. The contractor shall not shut down or disrupt the water service or sewer service or any equipment unless permission is obtained from the EWMUA superintendent or his designee.
9. To maintain the operating integrity of the system, only materials specified by the EWMUA, as replacement or repair parts from a specific manufacturer, i.e. Mueller full seal repair clamps, or equal will be acceptable. Any or equal must be pre-

## **East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair**

- approved by the EWMUA prior to use. Parts are to be installed according to manufacturer's written recommendations.
10. The initial contract term will be two (2) years. This term may be extended for a single one (1) year extension or two one year extensions by mutual agreement between the EWMUA and the contractor. Consistent with the local public contracts law (particularly N.J.S.A. 40A:11-15(42) thereof), the contract term may be extended subject to these conditions:
    - a) The contract extension shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; and
    - b) Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and
    - c) The terms and conditions of the contract remain substantially the same.
  11. The contractor shall fully guarantee all workmanship and parts furnished and installed under this contract against defects for a period of two (2) years after completion. Defects will be repaired and replaced at no expense to the EWMUA.
  12. Overtime – Based on 12 state recognized Holidays or contractors recognized holidays (whichever is less), Weekends and hours from 5:00 p.m. til 7:00 a.m. during the weekdays.
  13. The contractor will be responsible to comply with all DEP/EPA and OSHA requirements.
  14. The contractor will be responsible for any adverse impact to the environmental that they may cause and will be solely responsible for any cleanup at no expense to the EWMUA.
  15. When working with HDPE pipe, all welders must hold a current certification in HDPE butt fusion and electro fusion. The contractor will also supply the EWMUA with a list of employee's and copies of their certification.

Failure to submit these references will cause the Bid to be declared non-responsive.

The contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of the work.

The contractor shall not sub-contract any part of this contract without prior approval from the EWMUA or its designee.

The contractor shall comply with all, federal or state laws, township ordinances and all rules and regulations limiting the methods, the materials to be used, or the actions of those engaged in work of this kind.

## **East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair**

Any labor or material in addition to that described herein, necessary to comply with these laws, rules, ordinances, or regulations shall be performed or furnished by the contractor.

The contractor shall furnish and install all replacement parts and perform all repairs necessitated by reason of negligence, abuse, misuse or failure on a time and material cost basis. **The fee shall be the net cost of the parts plus 10%, actual hours spent on the job for repairs, not for time traveling to and from the job site.** Any property damage caused by the contractor will be repaired or replaced at his/her expense. Any cost, claims, or associated affects resulting from damage to underground utilities shall be the responsibility of the contractor.

It should be understood that the EWMUA, as a governmental agency, is exempt from NJ state tax. Exemption certificates or exemption numbers will be furnished if required.

The contractor shall furnish the Dept. Superintendent, or his designee, a written report following each emergency call or repair which will include tasks performed, parts used, invoice showing cost of any supplies, time performance and adjustments required for proper operations.

Payment will be made in full to the contractor, for the actual work performed and materials, and parts furnished, upon receipt of a detailed invoice. The EWMUA payment schedule is the third (3<sup>rd</sup>) Thursday of the month. Request for payment must be to the EWMUA before the second (2<sup>nd</sup>) Thursday of the month.

During the period of the contract, or the extension thereof, the EWMUA reserves the right to add or delete specific services and/or locations at the prevailing contract prices. .

Note: The EWMUA will make available in most cases all materials required for repair such as pipe, saddles, clamps, fittings, etc. In the event that the contractor is called upon to provide material, the EWMUA will pay the contractor 10% above the total cost of the material invoice amount. The EWMUA reserves the right to confirm material cost.

The EWMUA rules and regulations for furnishing water and sewer services will be in effect for all work completed under this contract. A copy of the rules and regulations can be obtained upon request. The EWMUA will require an Equipment Price Sheet to be supplied with the Bid Sheet.

The estimated quantities after for the sole purpose of creating a total price on which to base bonding amounts as well as low bidder. Since the work anticipated is of an emergency nature and can't be predicted, or estimated, in exact quantities, the amount to be paid for an emergency response work will result from the actual time on the job as well as labor hours and material quantities. The hourly rates for equipment and labor plus the material prices and ability to perform work will be established by award of the contract by the East Windsor Municipal Utilities Authority.

# East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair

## BID FORM

Project Name: EMERGENCY WATER AND SEWER MAIN REPAIRS

1. **Exceptions:** List exceptions to the specifications, if any.

---

---

---

---

---

---

---

---

2. **Timeline:** The Bidder states that the work will be completed within the following Timeline

The Bidder will respond to each emergency within two hours of notification.

3. **Contact**

All communications to the Bidder regarding this Bid should be addressed to (include phone and fax numbers):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

# East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair

## BID PROPOSAL – Water Main Repairs

### BASE BID

Prices should be based on the following assumptions:

- The Contractor shall provide all equipment required to repair a water main break using a four-man crew including Equipment Operator.
- The East Windsor Municipal Utilities Authority has a High water table throughout 20% of the township. Soil conditions are mainly clay.
- The East Windsor Municipal Utilities Authority has water mains from 4” to 16” at depths from 3 feet to 12 feet.
- Lighting and safety barricades must be provided as required.
- All small hand tools, Lighting, barricades, traffic cones, etc. are included in labor hourly charge.
- **Emergency crew will consist of no more than one (1) foreman, two (2) laborers, and one (1) Equipment Operator unless otherwise agreed upon by EWMUA**
- All material will be supplied by East Windsor MUA unless otherwise agreed upon by EWMUA. In such a case all material will be charged at 10% above net.

### First Year 2024-2025

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	HR	Pickup Truck		
2	50	HR	Utility Truck		
3	50	HR	185 CFM Air Compressor		
4	50	HR	Single Axle Dump Truck		
5	50	HR	Dual Axle Dump Truck		
6	50	HR	Case 580 Backhoe or equal – 12’ digging depth		
7	50	HR	Caterpillar 950 loader or equal		
8	50	HR	Caterpillar Track hoe 320E or 14’ digging depth		
9	50	HR	Caterpillar Track hoe 336E or 18’ digging Depth		
10	50	HR	Vibra Roller		
11	10	HR	Chop saw		
12	50	HR	Dewatering pump		
13	20	HR	Jack Hammer		
14	50	HR	6 X 6 Trench Box		
15	50	HR	10 X 20 Trench Box		
16	50	HR	Superintendent		
17	50	HR	Foreman		

## East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair

18	100	HR	Laborer		
19	50	HR	Operator		
20	75	TON	3/4" clean Stone		
21	75	TON	3/4" Dense Graded Aggregate (DGA)		
22	75	TON	Bank Run		
23	75	TON	Sand		
24	100	TON	Hot Mix Asphalt, Stabilized Base Mix I-2		
25	50	SY/PER INCH	Cold Patch (2" compacted thickness)		
26	15	CU YD	Concrete (3500 PSI)		

Total Base Bid Items 1 - 26 in words and figures

Dollars \$ \_\_\_\_\_

### Second Year 2025-2026

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	HR	Pickup Truck		
2	50	HR	Utility Truck		
3	50	HR	185 CFM Air Compressor		
4	50	HR	Single Axle Dump Truck		
5	50	HR	Dual Axle Dump Truck		
6	50	HR	Case 580 Backhoe or equal – 12' digging depth		
7	50	HR	Caterpillar 950 loader or equal		
8	50	HR	Caterpillar Track hoe 320E or 14' digging depth		
9	50	HR	Caterpillar Track hoe 336E or 18' digging Depth		
10	50	HR	Vibra Roller		
11	10	HR	Chop saw		
12	50	HR	Dewatering pump		
13	20	HR	Jack Hammer		
14	50	HR	6 X 6 Trench Box		
15	50	HR	10 X 20 Trench Box		
16	50	HR	Superintendent		
17	50	HR	Foreman		
18	100	HR	Laborer		



**East Windsor Municipal Utilities Authority  
Emergency Water & Sewer Main Repair**

19	50	HR	Operator		
20	75	TON	3/4" clean Stone		
21	75	TON	3/4" Dense Graded Aggregate (DGA)		
22	75	TON	Bank Run		
23	75	TON	Sand		
24	100	TON	Hot Mix Asphalt, Stabilized Base Mix I-2		
25	50	SY/PER INCH	Cold Patch (2" compacted thickness)		
26	15	CU YD	Concrete (3500 PSI)		

Total Base Bid Items 1 - 26 in words and figures

Dollars

\$

**First Year 2024-2025**

**Line stops single/ double insertion valves**

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	4	1	4"/4"		
2	4	1	6"/6"		
3	4	1	8"/8"		
4	4	1	10"/10"		
5	4	1	12"/12"		
6	4	1	16"/16"		

Total Base Bid Items 1 - 6 in words and figures

Dollars

\$

# East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair

Second Year 2025-2026

## Line stops single/ double insertion valves

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	4	each	4"/4"		
2	4	each	6"/6"		
3	4	each	8"/8"		
4	4	each	10"/10"		
5	4	each	12"/12"		
6	4	each	16"/16"		

Total Base Bid Items 1 - 6 in words and figures

Dollars \$ \_\_\_\_\_

## Overtime and Holiday Rate First Year 2024-2025

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	HR	Superintendent		
2	20	HR	Foreman		
3	40	HR	Laborer		
4	20	HR	Operator		

Total Base Bid Items 1 - 4 in words and figures

Dollars \$ \_\_\_\_\_

**East Windsor Municipal Utilities Authority  
Emergency Water & Sewer Main Repair**

**Overtime and Holiday Rate  
Second Year 2025-2026**

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	HR	Superintendent		
2	20	HR	Foreman		
3	40	HR	Laborer		
4	20	HR	Operator		

Total Base Bid Items 1 - 4 in words and figures

\_\_\_\_\_ Dollars      \$ \_\_\_\_\_

Project Name: EMERGENCY WATER AND SEWER MAIN REPAIRS

**East Windsor Municipal Utilities Authority  
Emergency Water & Sewer Main Repair**

**BID PROPOSAL – Sewer Main Repairs**

**BASE BID**

Prices should be based on the following assumptions:

- The Contractor shall provide all equipment required to repair/replace a section of sewer main using a four-man crew.
- The East Windsor Municipal Utilities Authority has a High water table throughout 20% of the township. Soil conditions are mainly clay.
- The East Windsor Municipal Utilities Authority has sewer mains from 6” to 36” at depths from 3 feet to 25 feet.
- Lighting and safety barricades must be provided as required.
- All small hand tools, Lighting, barricades, traffic cones, etc are included in labor hourly charge.
- **Emergency crew will consist of no more than one (1) foreman, two (2) laborers, and one (1) Equipment Operator unless otherwise agreed upon by EWMUA**
- All material will be supplied by East Windsor MUA unless otherwise agreed upon by EWMUA. In such a case all material will be charged at 10% above net.

**First Year 2024-2025**

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	HR	Pickup Truck		
2	50	HR	Utility Truck		
3	50	HR	185 CFM Air Compressor		
4	50	HR	Single Axle Dump Truck		
5	50	HR	Dual Axle Dump Truck		
6	50	HR	Case 580 Backhoe or equal – 12’ digging depth		
7	50	HR	Caterpillar 950 loader or equal		
8	50	HR	Caterpillar Track hoe 320E or 14’ digging depth		
9	50	HR	Caterpillar Track hoe 336E or 18’ digging Depth		
10	50	HR	Vibra Roller		
11	10	HR	Chop saw		
12	50	HR	Dewatering pump		
13	20	HR	Jack Hammer		
14	50	HR	6 X 6 Trench Box		
15	50	HR	10 X 20 Trench Box		
16	50	HR	Superintendent		

## East Windsor Municipal Utilities Authority Emergency Water & Sewer Main Repair

17	50	HR	Foreman		
18	100	HR	Laborer		
19	50	HR	Operator		
20	75	TON	3/4" clean Stone		
21	75	TON	3/4" Dense Graded Aggregate (DGA)		
22	75	TON	Bank Run		
23	75	TON	Sand		
24	100	TON	Hot Mix Asphalt, Stabilized Base Mix I-2		
25	50	SY/PER INCH	Cold Patch (2" compacted thickness)		
26	15	CU YD	Concrete (3500 PSI)		

Total Base Bid Items 1 - 26 in words and figures

Dollars

\$

### Second Year 2025-2026

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	HR	Pickup Truck		
2	50	HR	Utility Truck		
3	50	HR	185 CFM Air Compressor		
4	50	HR	Single Axle Dump Truck		
5	50	HR	Dual Axle Dump Truck		
6	50	HR	Case 580 Backhoe or equal – 12' digging depth		
7	50	HR	Caterpillar 950 loader or equal		
8	50	HR	Caterpillar Track hoe 320E or 14' digging depth		
9	50	HR	Caterpillar Track hoe 336E or 18' digging Depth		
10	50	HR	Vibra Roller		
11	10	HR	Chop saw		
12	50	HR	Dewatering pump		
13	20	HR	Jack Hammer		
14	50	HR	6 X 6 Trench Box		
15	50	HR	10 X 20 Trench Box		
16	50	HR	Superintendent		
17	50	HR	Foreman		

**East Windsor Municipal Utilities Authority  
Emergency Water & Sewer Main Repair**

18	100	HR	Laborer		
19	50	HR	Operator		
20	75	TON	3/4" clean Stone		
21	75	TON	3/4" Dense Graded Aggregate (DGA)		
22	75	TON	Bank Run		
23	75	TON	Sand		
24	100	TON	Hot Mix Asphalt, Stabilized Base Mix I-2		
25	50	SY/PER INCH	Cold Patch (2" compacted thickness)		
26	15	CU YD	Concrete (3500 PSI)		

Total Base Bid Items 1 - 26 in words and figures

Dollars \$ \_\_\_\_\_

**Overtime and Holiday Rate  
First Year 2024-2025**

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	HR	Superintendent		
2	20	HR	Foreman		
3	40	HR	Laborer		
4	20	HR	Operator		

Total Base Bid Items 1 - 4 in words and figures

Dollars \$ \_\_\_\_\_

**East Windsor Municipal Utilities Authority  
Emergency Water & Sewer Main Repair**

**Overtime and Holiday Rate  
Second Year 2025-2026**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
1	1	HR	Superintendent		
2	20	HR	Foreman		
3	40	HR	Laborer		
4	20	HR	Operator		

Total Base Bid Items 1 - 4 in words and figures

Dollars                      \$ \_\_\_\_\_