

SCHEDULE A

HUNTERDON COUNTY
DEPARTMENT OF PUBLIC WORKS
APPLICATION FOR
ROAD OPENING, UTILITY RELOCATION AND BRIDGE ATTACHMENT

Date: _____

Application is made by: _____

Applicant's Telephone Number: () _____

Applicant's Address: _____

For (Owner of Property Name): _____

Owner's Telephone Number: () _____

Located at (Address): _____

Municipality: _____

For a permit to open or attach: _____

County facility (road number, bridge/culvert number with name of road)

For the purpose of: _____

Contractor: _____

Contractor's Address: _____

Contractor's Telephone Number: () _____

Name of Applicant's Engineer: _____

Engineer's Address: _____

Engineer's Telephone Number: () _____

Name of Applicant's Contact Person: _____

Contract Person's Address: _____

Contact Person's 24 hr. Telephone Number: () _____

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: _____

Work will be completed by: _____

Remarks: _____

LOCATE OPENING ON DIAGRAM BELOW

Please indicate "NORTH"
By directions arrow

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

The following additional drawings or diagrams are attached.

1. _____
2. _____
3. _____

The applicant has examined the site and indicates that its estimate of the projected useful life of the present pavement is _____ years.

The applicant agrees to comply with the rules and regulations contained in the County Road Opening Policy dated: October 24, 1995 as well as all laws, ordinances and regulations relating to the work. The acceptance of the permit shall be deemed an agreement to abide by all its terms and conditions.

The applicant further agrees that it is responsible for and shall indemnify the County and bear all costs and expense in the event it shall violate the permit or cause, through negligence, the County to incur costs in order to rectify any problem. The costs shall be deducted by the County from the Applicant's cash deposit. The applicant agrees that it is liable for all charges incurred in excess of the deposit.

Received from Applicant:

_____ Insurance Certificate	_____ Road Opening Bond
_____ Cash Deposit	_____ Plans
_____ Other _____	

Amount of Cash

Deposit: _____ (\$ _____)
(Amount to be written) (Figure)

Amount of

Bond: _____ (\$ _____)
(Amount to be written) (Figure)

Amount of Maintenance

Bond: _____ (\$ _____)
(Amount to be written) (Figure)

Name of Applicant (Typed or Printed)

Signature of Applicant

Title

ACCEPTANCE OF PERMIT CONDITIONS
ROAD OPENING AGREEMENT

The undersigned:

1. has reviewed the above permit including all the conditions which have been imposed by the County; and,
2. understands all of the Permit Conditions fully, agrees to all of them and further represents that they are reasonable and attainable; and,
3. has received a copy of, and has reviewed thoroughly and is fully familiar with all of the terms of County Policy 95- , entitled:
POLICY AND REQUIREMENTS FOR THE UTILIZATION OF COUNTY ROADS, RIGHTS OF WAY AND BRIDGES BY UTILITY COMPANIES, CONTRACTORS AND PROPERTY OWNERS FOR ROAD OPENINGS, BRIDGE ATTACHMENTS, AND UTILITY RELOCATIONS and agrees to comply with them fully; and,
4. is fully familiar with the NJDOT Standard Specifications for Road and Bridge Construction 2007 and will comply with them; and,
5. agrees to comply with all of the terms, covenants and conditions of the Policy and the Permit.

APPLICANT

Dated: _____

SCHEDULE C

PERMIT CONDITIONS

The following are minimum conditions with which the Applicant must comply. By commencing or performing any work the Applicant acknowledges that it understands and accepts these conditions and any Specific Additional Conditions indicated in Paragraph K of this Schedule C.

A. PROTECTION OF TRAVELING PUBLIC

1. The Applicant shall be responsible for Maintenance and Protection of Traffic. Traffic Control Devices shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices. All work or openings shall be properly guarded continuously twenty-four (24) hours per day with approved signs, barricades, lights, etc., (see Attachment 1) and if considered necessary, the services of a qualified traffic director or directors shall be employed. Work shall be scheduled and executed to present a minimum of inconvenience to the public. Interference with pedestrian or vehicular traffic shall be reduced to a minimum and no greater part of the roadway shall be worked upon or opened at any time than that approved by the Department of Public Works, Engineering Office. Transverse openings shall be restricted so that not more than one half of the traveled way will be obstructed at any time. Where feasible, transfer subsurface installations shall be made by the boring or jacking method. If safety of the traveling public requires that a detour be established, Applicant shall obtain approval for routing of the detour. Applicant will be responsible for appropriate signage, and any other traffic control measures required.

2. The Department of Public Works, Engineering Office shall periodically inspect all road openings, bridge attachments, and the repair and resurfacing thereof for the purpose of determining compliance with any conditions imposed on the issuance of the permit and compliance with the specifications. The Department of Public Works, Engineering Office, may, upon the recommendation of its inspector:

- (a) Order a temporary stop to any road opening and order that the Applicant perform or correct specified work in accordance with the directions of the Department of Public Works.
- (b) Order a stop to any work and revoke the permit, in which even the Department of Public Works shall complete, or cause to be completed, any work necessary to restore the road. The costs of such completion shall be borne by the Applicant.
- (c) Correct or cause to be corrected, any work after notification to the Applicant by the Department of Public Works and the neglect or refusal of the Applicant to make corrections as indicated. The cost of such correction shall be borne by the Applicant.
- (d) Take any other action deemed reasonable under the circumstances.

B. DEPOSIT AND BOND

1. Upon approval of an application, the Department of Public Works shall issue a permit which shall be conditional upon fulfilling the Performance Guarantee responsibilities under Section 9 of the policy.

2. Road Openings:

Permittee agrees to return to the road opening site to repair or replace the pavement should any depressions, cracks or other deficiencies occur within the projected useful life of the road as specified in the permit.

Bridge Attachments:

Permittee agrees to return to the Bridge Attachment site to repair or replace any deficiencies, including, but not limited to, spalling of concrete, corrosion of bridge members, leaking, or paint chipping, for two (2) years after completion of the Bridge Attachment.

3. At any time when the Applicant is in default in completing the final restoration, the Engineer may serve written notice upon the Applicant at the address set forth in the application notifying the Applicant that it is in default, setting forth the reasons therefore and giving the Applicant five (5) days in which to make corrections to, or complete the work. A copy of the Notice will be sent to the Bonding Company. In the

event that such corrections are not made within the five day period, the County may make or arrange for the corrections and charge the cost of such corrections against any monies held by Hunterdon County and deposited by the Applicant, (whether such sums be for the permit in question or for any other permit which the Applicant has outstanding). In the event that the cost of such correction to Hunterdon County should exceed deposits by the Applicant remaining in the hands of Hunterdon County, the Applicant shall be liable to Hunterdon County for any excess and shall pay the amount due to the County within forty-eight (48) hours of being notified. The surety on the Bond will be responsible for any deficiency.

4. If at any time during the course of the work the Dually Appointed County Official in his/her judgment deems that adequate traffic control is not being maintained by the Applicant, Hunterdon County may take such steps as are necessary in the judgment of the Engineer to maintain adequate traffic control, and the cost thereof, shall be charged to such sums on deposit in the same manner as above set forth for the making of corrections in the work.
5. Hunterdon County may invest the Applicant's deposit monies in any lawful investment selected by the County Treasurer. In making refunds, there shall be no interest refunded. Hunterdon County shall retain any investment income to cover its costs of administration and the costs of review and inspection associated with the application the permit, or the work.

C. INSURANCE

The Applicant shall procure and maintain at its own expense insurance for liability for damages. Before commencing the work, the Applicant shall furnish to the Dually Appointed Official a Certificate or Certificates of Insurance showing that it has the following coverages. Each policy shall name the County of Hunterdon as an additional insured. The types of insurance and minimum limits of liability are as follows:

(1) *Comprehensive General Liability Insurance*. The minimum limit of liability shall be: For individual hook-up to utility, \$500,000.00, For all other Road Openings \$5,000,000.00; For Bridge Attachments, \$5,000,000.00 per occurrence as a combined single limit for bodily injury and property damage. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, unamended

and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from underground hazards relating to underground utilities, explosion and collapse of foundations, The insurance policy shall be endorsed to include contractual liability coverage; premises/operation coverage; products/completed operations coverage; broad form property damage coverage; independent contractors coverage and personal injury coverage.

(2) *Comprehensive Automobile Liability Insurance.* The policy shall cover owned, nonowned and hired vehicles with minimum limits of liability in the amount of; For individual property owners \$500,000.00; For contractors and utilities, \$5,000,000.00 per occurrence as combined single limit for bodily injury and property damage.

(3) *Worker's Compensations and Employer's Liability Insurance.* Worker's Compensation Insurance shall be provided in accordance with the requirements of the laws of this State.

(4) The County reserves the right to require higher limits of liability or additional coverage when the circumstances, based upon a review of the permit application, warrant it.

If the Applicant engages a contractor to perform any portion of the work, it shall require the contractor to maintain these coverages in the limits specified in addition to the Applicant's coverage.

D. TIME FOR COMPLETION OF WORK

After any opening is made or attachment commenced, the work shall be carried on without delay and final restoration of disturbed surfaces 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 County Department of Public Works may, if it considers it advisable, take the necessary steps to permanently restore the area at the Applicant's expense. If a time extension is needed for the completion of the work, approval may be obtained from the Department. Permits will not be issued for a period in excess of 12 months.

E. 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 approval of the County Department of Public Works. Blasting is not generally approved and will only be permitted by special consent of the Department.

F. BACKFILLING AND TEMPORARY PAVING

1. 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. Unless specifically otherwise directed in writing by the County Engineer, backfill material shall be Dense Graded Aggregate or Soil Aggregate Type 5, Class A. Backfill shall be placed in layers not more than 6 inches thick (see Article 207.06 of the N.J.D.O.T. Standard Specifications). Additional material shall be supplied when a deficiency occurs. If the Dually Appointed Official considers the excavated material unsatisfactory for backfill, approved material shall be supplied and the excess unapproved material removed. Where unstable or unsuitable material is encountered at the outer limits of proposed work, it shall be removed and backfilled with the approved backfill material. The final pavement or permanent patch shall be constructed to the lines and grades indicated in Attachment 1.
2. Where wet areas are encountered, the Engineer may direct the placement of underdrains or outlet drains. Unless specifically stated otherwise, the Applicant shall be responsible for providing necessary materials and work including work necessary to outlet the required drain(s). Longitudinal ditches in sidewalk areas may be consolidated by approved compaction methodology. Trenches may not be flushed or puddled except by specific permission of the County Public Works Department.
3. 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.

4. The contractor shall, prior to shutdown at the close of each workday, bring all trenches within the excavated area to grade, providing a temporary patch in existing pavement areas consisting of 2 inches of Bituminous Concrete.

G. MATERIALS AND WORKMANSHIP

Materials and workmanship used in construction affecting County roads shall be in accordance with the N.J.D.O.T. Standard Specifications for Road and Bridge Construction 2007 and are subject to inspection and approval of the Hunterdon County Department of Public Works. Where conditions warrant, the Public Works Department may assign an inspector to the project at the expense of the permittee.

H. UTILITY FACILITIES

1. Utility lines must be located to permit servicing such lines with minimum interference to highway traffic and to minimize need for later adjustments to accommodate future highway improvements. Facilities must be placed in locations designed to provide as little risk of harm to the motoring public as possible.
2. Longitudinal installation must be located on uniform alignment as near as practicable to the right-of-way line so as to provide a safe environment for traffic operation and preserve space for future highway improvements or other utility installations.
3. With pole type facilities, where a guiderail is present, poles should always be located behind the guiderail allowing sufficient clear distance behind the guiderail for the guiderail's deflection.
4. In all cases, full consideration must be given to measures reflecting sound engineering principles and factors necessary to preserve and protect the integrity and visual quality of the highway, its maintenance, efficiency and the safety of the highway traffic.
5. Periodically, County road construction and maintenance projects will require the removal and relocation of existing utility facilities. The County, upon making a decision to alter a roadway, will provide a complete set of plans to owners of affected utility facilities, and will require a meeting to establish a timetable for the removal and relocation of the affected facilities. Utilities will be required to strictly comply with the

timetable established, to ensure that County road projects are not delayed. (See more detailed requirements set forth in Section 5 of the Policy).

I. SPECIAL CONDITIONS

1. A preconstruction meeting must be held prior to the commencement of any work.
2. The Applicant shall designate a supervisory level employee who can act to correct any defects or deficiencies on a round the clock basis.
3. The Applicant shall provide the County with three (3) days advance notice prior to starting or restarting after a shut down any work which in any way effects the County roadway.
4. The Applicant shall be responsible for notifying all utility companies of its proposed work.
5. The Applicant shall notify the owners of adjoining properties at least 24 hours prior to the time it proposes to begin any work which will interfere with their normal passage.
6. No materials or equipment are to be stockpiled or stored within the limits of the existing road or shoulder. Where approved by the Dually Appointed County Official, surplus or adjoining right of way may be used for such purposes providing appropriate warning and protective measures are taken.
7. Interference with drainage installations must be avoided. The existing cross section and drainage of the highway shall not be disturbed. The longitudinal flow of water along the gutter line must not be interrupted. It shall be the responsibility of the Applicant to make adequate provisions for all transverse, lateral and longitudinal drainage affected by his construction.
8. Where any work of the Applicant is found to be deficient or if it is determined that the Applicant does not have sufficient equipment or materials on hand to complete the required work, the Applicant shall not make further excavations until all outstanding work is completed. If it is found that insufficient traffic protection is provided, the

Applicant, upon notification shall immediately take corrective action to secure the project and shall be prohibited from further work until adequate protection is provided.

J. COMPLIANCE WITH POLICY

The Applicant will comply with all other requirements of the Policy and Requirements for the utilization of County roads, rights-of-way and bridges by utility companies, contractors, and property owners for road openings, bridge attachments and utility relocations.

K. SPECIFIC ADDITIONAL CONDITIONS

K. SPECIFIC ADDITIONAL CONDITIONS (cont'd)

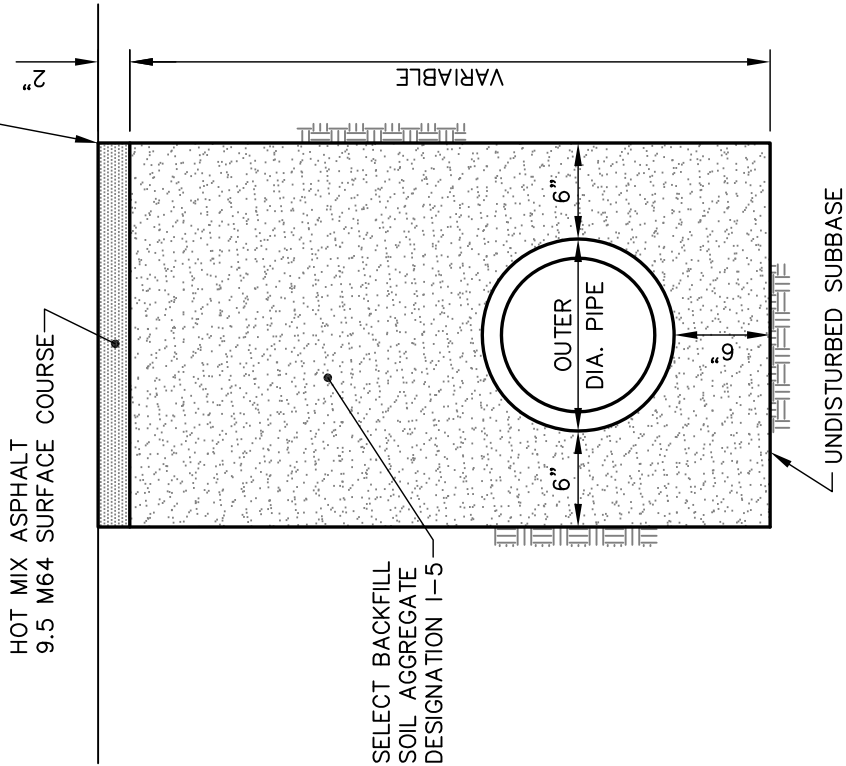
The Applicant agrees to all of these conditions and will undertake the work in accordance with them.

APPLICANT

Dated: _____

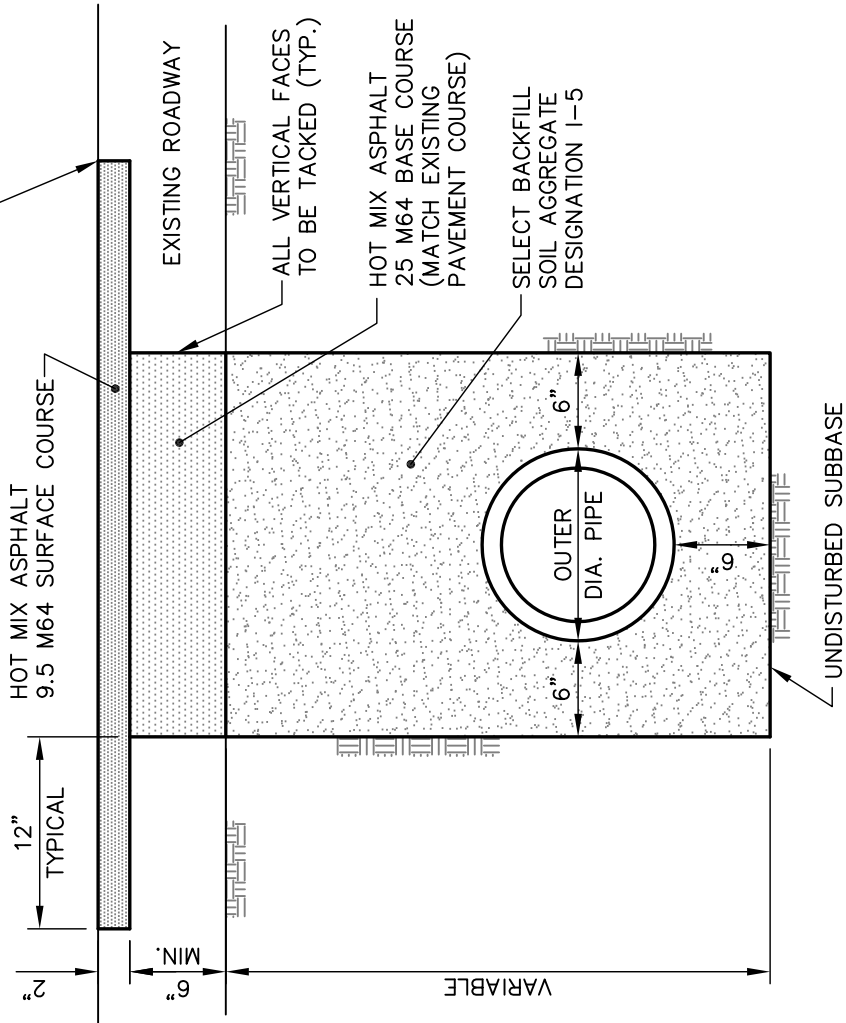
BY:

EXISTING PAVEMENT TO BE CUT BY MECHANICAL METHODS, SURFACE JOINTS TO BE SEALED WITH EMULSIFIED ASPHALT RS-1 OR AN APPROVED EQUAL (TYPICAL)



TEMPORARY PATCH

EXISTING PAVEMENT TO BE CUT BY MECHANICAL METHODS, SURFACE JOINTS TO BE SEALED WITH EMULSIFIED ASPHALT RS-1 OR AN APPROVED EQUAL (TYPICAL)



PERMANENT PATCH

TYPICAL BACKFILL SECTIONS

NOT TO SCALE