

POLICY AND REQUIREMENT 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

Adopted October 24, 1995

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STATE OF NEW JERSEY

COUNTY OF HUNTERDON

RESOLUTION

POLICY #

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

WHEREAS:

Pursuant to N.J.S.A. 48, Public Utilities have the right to erect utility poles within County Rights-of-Way, subject to the authority of the Board of Chosen Freeholders to designate the location and manner in which the poles shall be placed; and

Pursuant to N.J.S.A. 48 Public Utilities have the right to install and maintain subsurface pipes, cables and other facilities beneath County roads, subject to the consent of the Board of Chosen Freeholders; and

Pursuant to N.J.S.A. 27:19-19, Public Utilities having the right to use the roadway on both sides of a public viaduct or bridge may lay its pipes or conduits on, over, or under the viaduct or bridge, and may connect wires, cables, or other appliances thereto, subject to terms and regulations established by the Board of Chosen Freeholders; and

Private contractors or property owners request permission to open County roads to install and maintain subsurface pipes, cables and other facilities; and

Pursuant to N.J.S.A. 27:16-1 and 27:19-1, the Board of Chosen Freeholders of Hunterdon County is authorized to construct and maintain County roads, bridges and viaducts, and desires to protect the traveling public and the Hunterdon County taxpayer when road openings and utility installation and relocation occur;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hunterdon that:

The following policy be adopted regulating road openings, utility relocations and bridge attachments. The policy is set forth below. It includes the following Schedule Attachments:

- Schedule A Application
- Schedule B Permit
- Schedule C Permit Conditions
- Schedule D Guaranty and Warranty Bond
- Schedule E Utility Standing Agreement and Bond

1.0 Applicability

The rules contained in this policy shall apply to all utilities, including electric power, telephone, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, and similar facilities that are to be located, adjusted, or relocated within the rights-of-way of County roads or over, upon, under or attached to County bridges or culverts. They are referred to throughout this policy as the "APPLICANT".

- 1.1 The rules also apply to any contractor or property owner who has the right or need to utilize County rights-of-way or make road crossings. They are also included in the term "APPLICANT".
- 1.2 The rules apply to utility companies which locate or erect, or relocate utility poles. Certain pole relocations may be the result of requests by the county pursuant to Paragraph 5.0. Under those circumstances the utility company will not be making an application for a permit. Even so, these rules (other than the Application requirements), apply to those utility companies. Therefore the word "APPLICANT" as used herein applies to utility companies who come within the ambit of Paragraph 5.0.

- 1.3 The rules also apply to all Municipalities and Municipal Utility Authorities operating within the County. They are also included in the term “APPLICANT”.
- 1.4 The term “facility” when used in this policy, shall refer to poles, wires, cables, pipes or pipe lines, mains and any other mechanism to be placed in, on, under or around the rights-of-way of County roads or bridges.

2.0 Scope

The rules in this policy are adopted to:

- 2.1 Regulate the location, design, and methods for installing, adjusting, accommodating, and maintaining facilities on, in, or under County rights-of-way, roadways, or bridges.
- 2.2 Set forth the procedure to be followed by an APPLICANT to obtain permission to do so.
- 2.3 Establish performance security and maintenance requirements of APPLICANTS to insure that all restoration work is satisfactorily performed and will be maintained for the period of useful life of the County roadway or facility before it was disturbed.

3.0 Permit Required

- 3.1 Prior to utilizing any portion of a County roadway, right-of-way, bridge or viaduct for any purpose a permit must be obtained from the County of Hunterdon.
- 3.2 Permits for such utilization shall be issued by the Hunterdon County Department of Public Works in the name of the County.
- 3.3 An application for a permit shall be completed and filed in accordance with the requirements of Section 4, in the format set forth in Schedule A.

- 3.4 An application fee shall be submitted with each application. **Checks should be made payable to "Treasurer, County of Hunterdon".**
- 3.4.1 Application fee for individual hook-up to utility: \$50.00
 - 3.4.2 Application fee for Road Opening 1-100 feet in length: \$100.00
 - 3.4.3 Application fee for Road Opening exceeding 100 feet in length or for Bridge Attachment: \$250.00
- 3.5 If granted, the permit shall be issued in the format set forth in SCHEDULE B. The permit will consist of an Agreement between the APPLICANT and the County under which the APPLICANT agrees to undertake steps to insure that:
- 3.5.1 All work is undertaken in accordance with applicable construction standards.
 - 3.5.2 Facilities are located in an area which minimizes the risk of injury to the traveling public.
 - 3.5.3 All work scheduled to minimize disruption to the traveling public and is coordinated with any County road improvement work being performed for, or on behalf of the County.
 - 3.5.4 All work is performed in a safe manner.
 - 3.5.5 Adequate performance security is posted to insure that the APPLICANT'S restoration of the road openings or other right of way disturbance will last for the remaining period of useful life of the pavement surface before it was disturbed.

4.0 Permits for Road Openings

- 4.1 No permit shall be issued to open the pavement of any road which has been constructed or reconstructed for a period of five (5) years from the date of completion of said construction except in the event of an emergency.

No permit shall be issued to open the pavement of any road which has been resurfaced for a period of three (3) years from the date of completion of said work except in the event of an emergency.

An emergency is a situation which may result in harm to the public's health or safety, or damage to public or private property.

- 4.2 For a permit to be issued to provide any utility construction, major maintenance or related work on County roadway surfaces, County road rights-of-way, bridges, or property, a written application shall be filed with the Department of Public Works, Engineering Office on the standard form which is attached as SCHEDULE A. The APPLICANT shall clearly describe the proposed facility installation, construction or work, and establish its location with reference to work, highway stationing, land section tie, some well known permanent landmark, road or street intersection, bridge number, or other fixed reference point.
- 4.3 The written application shall consist of a complete description of the facility to be installed or constructed, or the work to be performed on an existing facility, together with a sketch or plans drawn to scale which show the existing and/or proposed location of the facilities within the County right-of-way in relation to the existing and/or planned County improvements, the traveled way, the right-of-way lines, and control of access lines and approved access points where applicable. Profile view plans and cross sections shall also be furnished when required for clarity.

4.4.0 Signatures:

4.4.1 Application by Utilities

All applications shall be signed by an official having contractual authority for the utility, or by the owner of the facility. Applications should also contain statements as to whether the proposed installation or construction is required to have and if it has, the approval of the other applicable Federal, State or local government agencies having jurisdiction there over. If such agency approval is required, the APPLICANT must provide the name of the agency having such jurisdiction together with a copy of the approval or copy of the application filed to obtain approval.

4.4.2 Applications by Contractors of Private Property Owners:

All applications by contractors which are corporations shall be signed by the corporation's president or vice president. If the contractor is a partnership, the application must be signed by a partner. All applications must also be signed by the property owner who owns fee title to the land on which the work is to be performed or for whose benefit it is performed.

Private contractors or property owners must also submit a statement describing the need for facilities being located in the County right-of-way, whether the APPLICANT has considered alternative locations outside of the County right-of-way, and why those alternatives were not pursued. The APPLICANT must also describe what development or properties are to be served by the facility. Copies of all local Planning Board approvals of any Development Application shall be submitted.

4.4.3 Applications by Municipalities or Municipal Authorities

All applications by Municipalities or Municipal Authorities must be signed by the Municipal Engineer or Municipal Utilities Superintendent.

- 4.4 All applications will be evaluated by the Department of Public Works, Engineering Office, on the basis of safety, necessity and compatibility with existing facilities at or near the stated location and the manner, timing and method of construction. This includes the measures to be taken to preserve the safe and free flow of traffic, structural integrity of the roadway, maintenance, appearance of the roadway, and the integrity of the County facilities.
- 4.6 Should an applicant be rejected, or a permit condition be imposed which the APPLICANT disputes, the APPLICANT shall be entitled to meet with representatives of the Department of Public Works, Engineering Office, to discuss the reasons for rejection of the application or the imposition of the permit

condition, as well as any alternative solutions that may be available. An APPLICANT must request such a meeting within ten (10) working days of the Department's decision. After ten (10) days the decision of the Department becomes final.

- 4.7 All applications shall be made a part of the permit issued by the County. All permits shall be in the form of an Agreement and shall constitute a binding contract between the County and the APPLICANT. Schedule B is the form of Permit Agreement. Under the Agreement, the APPLICANT will agree to undertake the work in accordance with the requirements of the permit and to perform and maintain all restoration for the period specified. Proxy applications on behalf of the intended permittee, or verbal or unsigned requests for permits will not be valid, and a permit will not be issued until a proper application is received and approved. The permit shall not be effective until the APPLICANT has executed it, which execution shall indicate the APPLICANT's consent to the conditions and agreements set forth therein.
- 4.8 At the time of the application, the APPLICANT shall evaluate and propose to the County its opinion of the remaining period of useful life of the existing roadway pavement. The Dually Appointed County Official or his/her representative will review the information submitted by the APPLICANT together with existing information and make a determination as to the period of useful life. All permits for road openings shall contain a statement by the Department of Public Works, Engineering Office, of its assessment of the projected useful life of the road to be opened. The APPLICANT shall restore the roadway in a manner designed to insure the integrity and stability of the restoration for the remaining period of useful life of the roadway. The APPLICANT shall remain responsible for the maintenance of the opened and patched area of the road which is the subject of the permit for the period specified as the projected useful life of the road. Should any cracks, depressions, or other untimely degradation occur within the area of the road opened and patched by APPLICANT, within the projected period of useful life of the road, the APPLICANT must repair or replace the damaged area.

4.9 Permit Conditions

The conditions attached as Schedule C shall constitute minimum conditions which shall be a part of any permit. The County Department of Public Works, Engineering Office, may impose such additional conditions as it may deem appropriate given the circumstances of any application.

4.10 Standards and References

The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 shall apply and govern all work except to the extent Hunterdon County policies or procedures or the conditions of any permit impose higher or more stringent standards.

- 4.11 The commencement or performance of any work under a permit shall constitute a full understanding and acceptance of, agreement with, and shall represent the express intention and obligation of the APPLICANT to comply with the terms and provisions of this policy and of the Permit Agreement.

5.0 UTILITY RELOCATION

- 5.1 Utilities maintaining poles or other facilities within County rights-of-way are required to relocate such poles or facilities when County road construction and maintenance projects require for the public convenience and necessity. The utility company shall assume the cost and expense of relocation. All work to be performed by the utility or its contractor shall be coordinated with the operations of the County's contractor or the County's work forces in a manner which will result in the minimum interference to the operations of the County and will insure that the work of the Utility company is completed in a timely manner.
- 5.2 The County will notify the affected utility when relocation is anticipated to be necessary, and will supply the utility with a set of plans for the road widening, realignment, or maintenance project, including a time table for each phase

including the date or dates in sequence that the utilities work must be commenced or completed. Representatives from affected utilities shall be required to attend a meeting with the Department of Public Works, Engineering Office, to establish a schedule for coordination of the relocation with the road construction project so as to minimize construction delays and inconvenience to the traveling public.

- 5.3 The utility shall notify the County within ten (10) working days of the meeting as to any difficulties it perceives in meeting the timetable proposed. It shall also notify the County of the date by which the utility must receive a firm notice to proceed from the County to begin the project in order for the utility to order, procure and schedule the personnel and material to meet the agreed upon schedule.
- 5.4 Upon receipt from the County of a written notice to proceed, which shall include a written timetable of the overall project, the utility company shall begin work on the project and coordinate its work with the work of the County's work forces and that of any third party contractors. All work will be carried on without delay and continually prosecuted with due diligence so that final relocation and restoration of disturbed areas shall be completed as soon as conditions permit.
- 5.5 Any utility which fails to cooperate or comply with the requirements of this Section 5, is subject to the penalties set forth in Section Eleven (11) below.

6.0 BRIDGE ATTACHMENTS

- 6.1 Generally acceptable utility installations are those which will occupy a position beneath the structures floor, between the outer girders or beams or within a cell, and at an elevation above low point of superstructure steel or masonry.
- 6.2 Communication and electric power line attachments shall be suitably insulated, grounded, and carried in protective conduit or pipe from the point of exit from the ground to reentry.

6.3 Guy wires in support of any utility shall not be attached to a bridge structure.

7.0 REVIEW LOCATION OF FACILITIES

The APPLICANT shall be solely responsible for determining the location where its facilities can be safely located or relocated to minimize the risk of harm to the motoring public. The location shall be determined by the APPLICANT's engineers through a thorough evaluation using such studies, reports and surveys as the APPLICANT may choose to perform and given the standards of the engineering profession which exist at the time.

7.1 The County's review of the location at the time of the permit application is solely for the purposes of determining whether the process used by the APPLICANT to determine location was appropriate. The County's approval of the location does not mean that the County has done an intensive analysis or review of all questions related to the safety of the facilities or their location. The responsibility and liability for such issues rest with the APPLICANT. The County assumes no responsibility for location as a result of its review.

8.0 UNDERGROUND OR TUNNELED FACILITIES

The County reserves the right to require any APPLICANT to bury its facilities or to bore or tunnel under a County road (rather than open the pavement) when special circumstances or the public convenience or necessity require.

9.0 MAINTENANCE OF RESTORATION WORK AND PERFORMANCE BOND FOR ROAD OPENINGS

9.1 At the time of the application, the APPLICANT shall evaluate and propose to the County its opinion of the remaining period of useful life of the existing roadway pavement. The Dually Appointed County Official or his representative will review the information submitted by the APPLICANT together with existing information

and make a determination as to the period of useful life. The Engineer's determination shall be indicated in the permit. It shall be the APPLICANT's responsibility to restore the pavement in the area of the road opening with such techniques as will insure its integrity for the remaining period of the useful life as has determined by the Dually Appointed County Official. The APPLICANT shall be strictly liable for any maintenance, repair, renovation, or reconstruction of the road opening are should there be any failure of the road surface or roadway during the period indicated in the permit.

- 9.2 Within forty-eight (48) hours of being notified of any roadway failure, the APPLICANT shall commence repair and improvement of the road opening area or indicate to the Dually Appointed County Official what special circumstances exist which might preclude the work from beginning during that period of time. In no event shall the road repairs be delayed for more than a period of ten (10) working days from the time notification has been supplied to the utility.
- 9.3 If work is not commenced within forty-eight (48) hours of notification, the APPLICANT will, at a minimum, investigate the condition by dispatching within six (6) hours of notification a designee to the site, and erect, repair or maintain any temporary traffic control facilities, directional signs, warning lights or barriers as may be prudent or desirable given the condition.
- 9.4 All work under this section shall be at the sole cost and expense of the APPLICANT.

9.5 Security to be Posted by Utilities and Private Contractors:

In order to secure the maintenance obligation hereunder, the APPLICANT shall furnish a Guarantee and Warranty Bond to the County in the form attached as Schedule D, prior to beginning any work under the original permit. In that Bond the Surety will guarantee the full and complete performance of the APPLICANT in connection with the maintenance of the restoration work. The amount of the Bond will be set by the Dually Appointed County Official at such an amount as will

insure, in the opinion of the Dually Appointed County Official that sufficient funds are available to repair any possible failure of the pavement or the roadway in the area of the road opening.

9.5.1 In lieu of posting the Guarantee and Warranty Bond for each Road Opening Permit, a utility company may satisfy the bonding requirements of this paragraph 9.5 by signing a standing Agreement (Schedule E) with the County of Hunterdon which provides the following:

9.5.5.1 Depositing cash in an amount equal to \$200.00 times the number of Road Opening Permits obtained by the Applicant in the previous year, but no less than \$5,000.00 to be used by the County for emergency road repairs.

In the event any monies are drawn against the cash bond, the Utility Company must immediately replace the sum withdrawn upon notification by the County, and

9.5.1.2 The Utility county must comply with the insurance requirements and provide insurance certificates for itself and its contractors as required in this Policy; and

9.5.1.3 Posting a standing bond in an amount to be determined by the Dually Appointed Official based upon the following factors:

- a) the number and frequency of road opening permits sought by the Utility Company; and
- b) the general nature and size of openings; and
- c) the type of facility and restoration work required; and
- d) the projected period for which the Utility Company's responsibility will continue under this Section 9 to insure and guarantee restoration of the roads, compliance with the outstanding permit conditions and all the obligations set forth in this policy.

9.6 Applications by Owners of One Single Family Lot:

In order to secure the maintenance obligation hereunder, the APPLICANT shall deposit with the Department of Public Works a certified check in the amount of \$500.00 for existing homes, \$1,000.00 for new construction which shall be held for a period of two (2) years. If the projected useful life of the road opened exceeds two (2) years, the property owner:

- a. Choose to allow funds to remain on deposit until the projected useful life of the road expires, or
- b. Sign a bond without the necessity of sureties, guaranteeing repair and maintenance of the area opened for the remainder of the projected useful life of the road.

10.0 INDEMNIFICATION

The APPLICANT will indemnify and hold the County of Hunterdon harmless from any and all loss, damages, suits, penalties, costs, liabilities, and expense, including, but not limited to, reasonable investigation and legal expenses arising out of, or under any permit which is required to be applied for or obtained hereunder, any work performed pursuant thereto or as a result of the location or maintenance of its facilities in the roadway or the roadway restoration. This indemnification includes, but is not limited to, responsibility covering liability for: 1) personal injury or property damage 2) environmental liability, 3) damage for, or associated with, or arising out of the location or maintenance of its facilities including their safety, 4) for any statutory or administrative penalty for which the County may be held liable on account of the fault or default of the APPLICANT, and 5) any and all damage or injury sustained on account of the work of the APPLICANT and costs and expenses in connection with remedying, repairing or completing the APPLICANT's work.

11.0 PENALTIES FOR LACK OF COMPLIANCE OR LACK OF COOPERATION

In the event that any utility company, any contractor, or any property owner, or any other person, firm or corporation which was required to obtain a permit before commencing its work or which becomes an APPLICANT under these regulations (or is required to cooperate with the County or perform work under Section 5) fails to comply with any of the terms, covenants and conditions of these regulations or any permit, or fails to perform any maintenance responsibility, the County reserves the right to:

- 11.1.1.1 Deny future permits to any APPLICANT until such violation of the previous permit agreement has been remedied. The APPLICANT remains responsible to the County for any costs and expenses associated with its failure to perform under any permit requirement; and, or,
- 11.1.2 Revoke implied or express permission or consent for the maintenance or location of facilities within County roadways or rights-of-ways; and, or,
- 11.1.3 Forfeit any monetary deposits or bonds posted or maintained by the APPLICANT with the County, and, or,
- 11.1.2.1 Pursue such remedies permitted by law.

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

SCHEDULE B
ROAD OPENING PERMIT

Permit # _____

Contractor: _____

In case of Trench Settlement: _____

Phone Number: _____

An application has been received from _____

For permission to make an opening in _____ at a point _____

The application is attached.

Permission is hereby granted to _____

To make an opening in the road for the purpose of _____

This permit is issued in accordance with the agreement and plans contained in the applications hereto filed with the Dually Appointed Official by:

On _____.

Work to begin: _____.

Temporary pavement to be completed by: _____.

Permanent pavement to be completed by: _____.

This permit expires on: _____.

This projected useful life of this road to be opened is: _____

SC: Jeffrey Quick, Road Supervisor
Construction Inspectors
Supervisor of Roads

OFFICE OF THE COUNTY ENGINEER

Thomas B. Mathews, P.E., Director
Department of Public Works

Date

**** NOTE: ALL SIGNS MUST BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS.**

****NOTE: COUNTY ENGINEER'S OFFICE MUST BE NOTIFIED AT LEAST THREE (3) DAYS BEFORE WORK IS TO BEGIN**

**IT IS THE LAW TO CALL
BEFORE YOU DIG**

1-800-272-1000 (UNDERGROUND LOCATION SERVICE)

**DIAL TOLL FREE ONE NUMBER FOR
GAS, ELECTRIC, TELEPHONE AND
TELEGRAPH**

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)

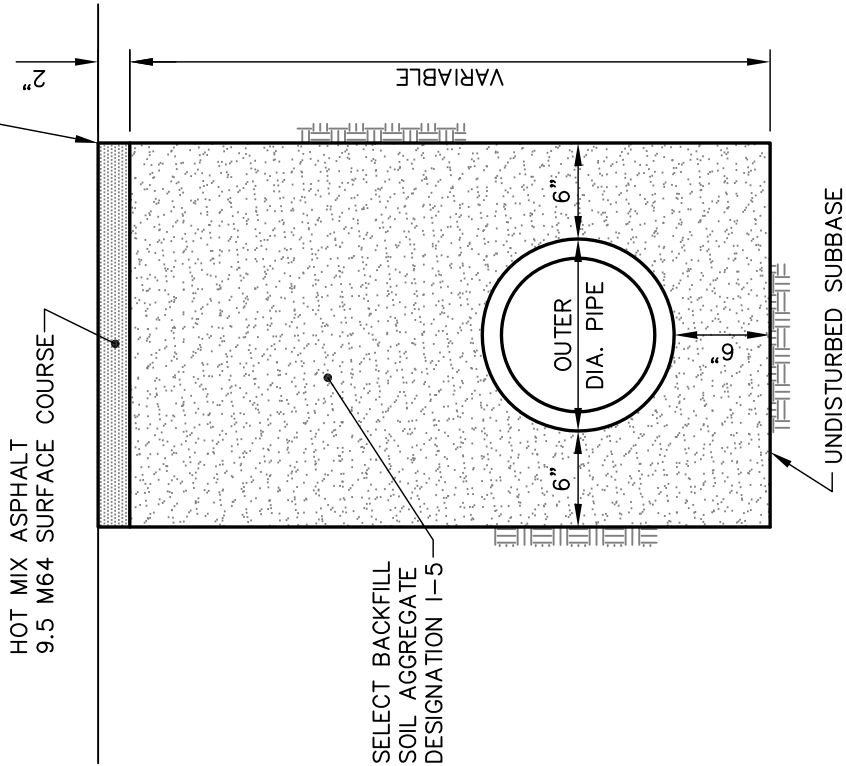
The Applicant agrees to all of these conditions and will undertake the work in accordance with them.

APPLICANT

Dated: _____

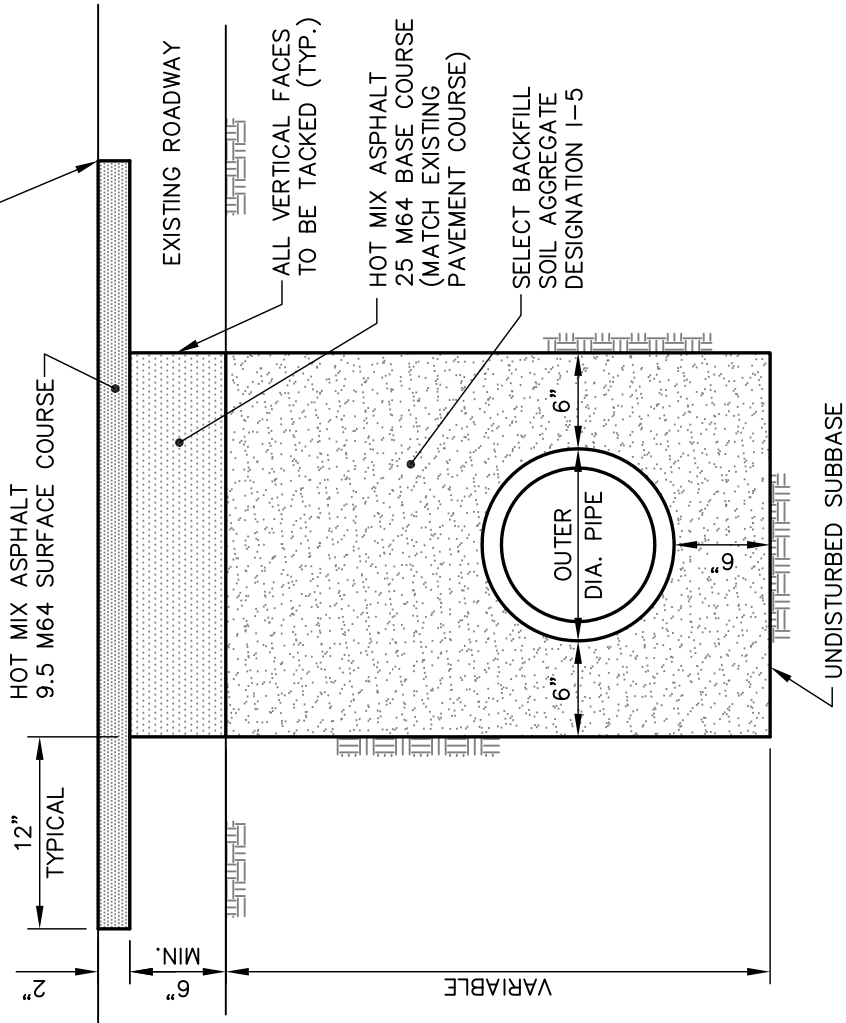
BY:

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

SCHEDULE D
GUARANTY AND WARRANTY BOND
(COUNTY ROAD OPENING)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____, as Principal (referred to in this Bond as the "PERMITTEE", and _____, incorporated under the laws of the State of _____, having an office at _____, and duly authorized to transact business in the State of New Jersey, as Surety (referred to in this Bond as the "Surety"), are held and are firmly bound and legally responsible to the County of Hunterdon, as Obligee (referred to in this Bond as the "County"), in the penal amount of _____ Dollars (\$ _____), for the payment of which amount of the PERMITTEE and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly under the terms of this Bond.

WHEREAS:

The PERMITTEE has by written PERMIT AGREEMENT (The Road Opening Permit) dated _____, entered into a binding contract with the County for the restoration and maintenance for a _____ year period of a road opening made by the PERMITTEE at the location set forth in the Permit. That Permit Agreement is made a part of this Bond by reference, and is hereafter referred to as the "ROAD OPENING PERMIT". This Bond stays in effect for the period that the PERMITTEE is responsible for restoration and maintenance.

NOW THEREFORE, the condition of this obligation is such that if the PERMITTEE promptly and faithfully performs under the ROAD OPENING PERMIT, then the obligation under this Bond is null and void. However, it otherwise remains in full force and effect.

The Surety hereby waives notice of any alternation of the ROAD OPENING PERMIT or extension of time made by the County or the imposition of additional requirements after the ROAD OPENING PERMIT has been issued.

The Surety undertakes under this Bond that whenever the PERMITTEE shall be, and is declared by the County to be in default under the ROAD OPENING PERMIT, the Surety shall promptly remedy the default by:

- 1) Completing the ROAD OPENING PERMIT (and in particular maintenance and restoration obligations) in accordance with its terms and conditions, and all Amendments to the ROAD OPENING PERMIT, even if subsequent to the date of this Bond; or
- 2) Make available sufficient funds to pay the cost of performance, including other costs and damages which the County may incur or be liable (including reasonable attorney and investigation fees), but not exceeding the PENAL amount set forth above.

The Surety acknowledges that it shall provide substitute performance within forty-eight (48) hours of being notified of a default by the PERMITTEE. If substitute performance is not provided within forty-eight (48) hours, the County may arrange for performance at the cost and expense of the Principal (PERMITTEE) and Surety.

The County shall be entitled to, and the Surety and Principal consent to, the issuance of a mandatory injunction to enforce the County's right to insist upon prompt

performance by the Surety in the event of a default. Both the Surety and the Principal consent to the jurisdiction of the Courts of the State of New Jersey.

Any suit under this Bond must be instituted within two (2) years from the date of expiration of this Bond (the date when maintenance responsibility ends).

No right of action shall accrue on this Bond, to or for the use of any person or corporation other than the County, or the successors or assigns of the County.

The Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the ROAD OPENING PERMIT shall in any way affect the obligation of the Surety on this Bond.

ATTEST:

(Corporate Name)

By:

By:

(Impress Seal)

ATTEST:

(Corporate Name)

By:

By:

(Impress Seal)

SCHEDULE E
UTILITY STANDING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____

Between:

THE COUNTY OF HUNTERDON, a body politic and corporate of the State of New Jersey,
acting by and through its Board of Chosen Freeholders
c/o Denise B. Doolan. Clerk of the Board
71 Main Street, PO Box 2900
Flemington, New Jersey 08822

(referred to in the Agreement as the _____)

And

(referred to in the Agreement as the "Applicant")

WHEREAS:

Applicant has obtained more than one ROAD OPENING PERMIT under the County of Hunterdon Road Opening Policy.

Section 9.5.1 of the Policy permits the Applicant to satisfy the Bonding Requirements of the Policy by executing a Standing Agreement in lieu of posting separate bonds for each Road Opening Permit.

This Agreement is made pursuant to Section 9.5.1 of the County Policy.

NOW THEREFORE, in consideration of the recitals indicated above, and in consideration of the County issuing one or more permits to the Applicant, the Applicant agrees as follows:

1. In lieu of posting the Guarantee and Warranty Bond for each Road Opening Permit the Applicant may require, the Applicant shall:
2. Deposit cash in an amount equal to \$200.00 times the number of Road Opening Permits obtained by the Applicant in the previous year, but no less than \$5000.00 to be used by the County for emergency repairs.

In the event any monies are drawn against the cash bond, the Applicant must immediately replace the sum withdrawn upon notification by the County; and

3. The Applicant must comply with the insurance requirements and provide insurance certificates for itself and its contractors as required in this Policy; and Post a standing bond in an amount to be determined by the Dually Appointed Official based upon the following factors:
 - a) the number and frequency of road opening permits sought by the Utility Company; and
 - b) the general nature and size of the openings; and
 - c) the type of facility and restoration work required; and
 - d) the projected period for which the Utility Company's responsibility will continue under this Section 9.

To insure and guarantee restoration of the roads, compliance with the outstanding permit conditions and all the obligations set forth in this policy.

Name of Applicant (Typed or Printed)

Signature of Applicant

Title

Dated: _____