

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR:
MCMUA EMERGENCY AND ON-CALL SERVICES**

**FILE NO.: SCE-R08125
MCMUA Contract No: 2025-W01**

M O R R I S C O U N T Y



M U N I C I P A L U T I L I T I E S A U T H O R I T Y

BOARD MEMBERS

Christopher Dour

Maria Farris – Dr. Dorothea Kominos - Frank Druetzler –

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Larry Ragonese – Ron Smith

LARRY GINDOFF, EXECUTIVE DIRECTOR

FEBRUARY 2025

BIDDER: Shauger Property Services, Inc.
ADDRESS: 429 Dodd Street
East Orange, NJ 07017
TELEPHONE: 973-676-2100



**MICHAEL K. MCGILICUDDY, PE
NJPE LICENSE #24GE05346500**

**02/24/2025
DATE**

SUBURBAN CONSULTING ENGINEERS, INC.

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
973-398-1776; Fax 973-398-2121



Notice is hereby given by the Morris County Municipal Utilities Authority ("MCMUA") that sealed bids will be received by the Morris County Municipal Utilities Authority ("MCMUA") on **Thursday March 27, 2025 at 2:00 p.m.** prevailing time in the Morris County Municipal Utilities Authority ("MCMUA") office located at 370 Richard Mine Road, Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

BID # 2025-W01 EMERGENCY AND ON-CALL SERVICES

- The MCMUA has water transmission mains located in Randolph Township, Morris Township, Mine Hill Township, Mt. Arlington Borough, Roxbury Township, Mendham Township, Chester Township and Wharton Borough, Morris County New Jersey. This contract will facilitate the ability to perform emergency and on-call work on existing MCMUA water distribution infrastructure in the event a leak or other event which sacrifices the MCMUA system integrity or ability to deliver clean and reliable water is observed. This project will improve and streamline the current process and significantly reduce the repair duration.
- Due to the emergency and on-call nature of the work, the contractor is encouraged to meet the following qualifications:
 - The Contractor as a firm shall have access, through rental or ownership, to the following equipment, (2) excavators, (2) dump trucks, (2) utility trucks, (2) air compressors, (2) trench rollers, (2) asphalt rollers, and (2) portable light tower.
 - The Contractor as a firm shall have immediate access or ability to procure the following materials: (10') 4" Ductile Iron Pipe, (10') 6" Ductile Iron Pipe, (10') 8" Ductile Iron Pipe, (10') 10" Ductile Iron Pipe, (10') 12" Ductile Iron Pipe, (10') 14" Ductile Iron Pipe, (10') 16" Ductile Iron Pipe, (10') 18" Ductile Iron Pipe, (10') 20" Ductile Iron Pipe, (10') 24" Ductile Iron Pipe, (2) 4" Ductile Iron Pipe Hymax Couplings, (2) 6" Ductile Iron Pipe Hymax Couplings, (2) 8" Ductile Iron Pipe Hymax Couplings, (2) 10" Ductile Iron Pipe Hymax Couplings, (2) 12" Ductile Iron Pipe Hymax Couplings, (2) 14" Ductile Iron Pipe Hymax Couplings, (2) 16" Ductile Iron Pipe Hymax Couplings, (2) 18" Ductile Iron Pipe Hymax Couplings, (2) 20" Ductile Iron Pipe Hymax Couplings, and (2) 24" Ductile Iron Pipe Hymax Couplings
 - The Contractor shall have the ability to perform work within 4 hours of notification in any of the municipalities in which MCMUA has water transmission mains and all locations of MCMUA water distribution infrastructure.

Obtaining Bid Documents:

- The bidding documents are available at <https://www.suburbanconsulting.com> under **Bid Postings and/or www.questcdn.com**, Reference Quest Number **9547814**. To be considered a plan holder, register with QuestCDN.com for a free Regular membership and download the bidding documents for **\$22.00**. Bidders must download the documents and become a registered plan holder

as plan holder's receive automatic notice of addenda and bid updates. Only registered bidders will be allowed to submit a bid. Interested parties may view the bidding documents at no cost prior to deciding to become a plan holder. Contact QuestCDN Customer Support at 952-233-1632 or Support@questcdn.com for assistance in membership registration and downloading digital bidding documents.

Submission of Bid:

- Bids are to be submitted to the following address:
370 Richard Mine Road
Wharton, NJ 07885
Re: Bid#2025-W01 Emergency and On-Call Services
If bidders hand deliver the bid submission, they are to deliver them to the MCMUA Office Building located at: 370 Richard Mine Road, Wharton, NJ 07885 during current business hours of 9:00am to 4:00pm.
- The bid opening at the MCMUA will also be conducted using remote meeting software which will be made available to the public with both video and audio capability. Members of the public, not attending in-person, are invited to participate in the bid opening using the provided video and audio-conferencing services. Forty-eight (48) hours prior to the bid opening, both a telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com>.
- **Bidders shall submit a minimum of three (3) references for previous work completed utilizing prestressed concrete cylinder pipe (PCCP).**
- All bids will be scanned and available for viewing within 24 hours of the bid opening on the MCMUA website; www.MCMUA.com.
- All bids must be submitted on the bid proposal forms provided in the bid documents in order to be considered.
- Bid proposals must be accompanied by a bid security, by way of a certified check, cashier's check, or bid bond, in the amount of ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars, made payable to the Morris County Municipal Utilities Authority ("MCMUA")

Bidder Requirements:

- Bidder must comply with the requirements of NJSA 10:5-31 et seq., and NJAC 17:27.
- Other requirements as well as those described above are fully detailed in the bid document.

Additional Information:

- Prospective Bidders are cautioned not to rely solely on this Notice to Bidders in preparing their Bids, but to read the Bid Documents in their entirety and comply with all bidding requirements set forth therein. Any questions concerning the Bid Documents should be submitted through the Question and Answer feature for the project at **<https://www.suburbanconsulting.com> under Bid Postings** and/or **www.questcdn.com, Reference Quest Number 9547814**. Any answers that would effectively revise or add to the substance of, rather than serve to clarify, an advertisement or bid document for a procurement subject to N.J.S.A. 18A:18A-21 or 40A:11-23, will be in the form of a written addenda to the specifications which, if issued will be available through the QuestCDN platform not later than seven (7) business days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under Their bid as submitted. All addenda so issued shall become part of the contract documents.

The MCMUA reserves the right, in accordance with applicable law, to reject any and all proposals that substantially or materially deviate from the specifications and other required bid documents, and further reserves the right to waive immaterial irregularities and informalities in the proposals in accordance with applicable law.

This bid has been advertised in accordance with the "Fair and Open" laws and nothing further shall be required under N.J.S.A. 19:44A-20.4

MORRIS COUNTY MUA

Administrative Documents

- A. Failure to submit the following documents is a MANDATORY cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
	Proposal Guarantee or Bid Bond	LS
	Consent of Surety	LS
X	Statement of Ownership	LS
X	List of All Subcontractors	LS
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	LS
X	Mandatory Minimum Qualifications	LS

- B. Failure to submit the following documents may be cause for rejection of bid.

Owner's Checkmarks		Bidder's Initials
X	Affirmative Action Compliance Notice	LS
X	Mandatory EEO Language	LS
X	Americans with Disability Act of 1990	LS
X	Non-Collusion Affidavit	LS
X	New Jersey Business Registration Certificate	LS
X	Disclosure of Investment Activities in Iran	LS
X	Public Works Contractor Registration	LS
X	Pay to Play Advisory	LS
X	Price Proposal Table	LS
X	Price Proposal Signature Form	LS
X	Corporate Acknowledgement	LS
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	LS
X	Acknowledgement of Contractor, if Bidder is a Partnership	LS
X	Acknowledgement of Contractor, if Bidder is an Individual	LS

MORRIS COUNTY MUA

Administrative Documents

Owner's Checkmarks		Bidder's Initials
X	Affidavit of Vehicle Dedication	LS
X	Equipment and Vehicle Certification Form	LS
X	Bidder's Agreement to Provide Equipment and Vehicles	LS
X	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	LS
X	Bid Security Statement	LS
X	Affidavit of Non-Debarment	LS
X	Anti-Discrimination Requirements	LS
X	W-9	LS
X	Guarantor Agreement	LS

C. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name: Shauger Property Services, Inc.

Representative's Name: Linda M. Spahle, Acting Secretay

Representative's Signature:

Linda M. Spahle

Date: 3/27/2025

Phone: 973-676-2100

MORRIS COUNTY MUA

Acknowledgement of Receipt of Addenda

Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of proper notice to Bidders, per NJSA 40A:11-23(c), shall take precedence and Bidder's failure to acknowledge receipt of addenda shall result in rejection of Bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

☒ No Addenda Issued Initials LS

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: Shauger Property Services, Inc.

Bidder's Signature: Linda M. Spahle

Printed Name & Title: Linda M. Spahle, Acting Secretary

Date: 3/27/2025

MORRIS COUNTY MUA

Office Location Map



MORRIS COUNTY MUA

Price Proposal Table

PROPOSAL TO:

Morris County Municipal Utilities Authority

PROPOSAL FOR:

Emergency On-Call Services

FIELD LABOR BID ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
FOREMAN	24	MH	\$ <u>100.00</u>	\$ <u>2,400.00</u>
LABORER	48	MH	\$ <u>225.00</u>	\$ <u>10,800.00</u>
OPERATING ENGINEER	24	MH	\$ <u>155.00</u>	\$ <u>3,720.00</u>
TRUCK DRIVER	24	MH	\$ <u>100.00</u>	\$ <u>2,400.00</u>
UNIFORM TRAFFIC DIRECTOR (ALLOWANCE)	1	ALLOW	\$ <u>—</u>	\$ <u>5,000</u>

TOTAL FIELD LABOR PRICE: <u>\$24,320.00</u> (in figures)
<u>Twenty Four Thousand Three Hundred Dollars</u> (in words)

ADDITIONAL PAY ITEMS	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
MOBILIZATION	1	LS	\$ <u>—</u>	\$10% GROSS COST <u>PER</u> <u>CALL OUT</u>
MATERIALS	1	LS	\$ <u>—</u>	\$ <u>NET COST</u>
EQUIPMENT	1	LS	\$ <u>—</u>	\$ <u>NET COST</u>

The Total Field Labor Price shall be the basis for bid award.

COSTS:

- Labor shall be prevailing wage at time of work.
- Equipment rate shall be in accordance with Kelly Blue Book at time of work as described in Technical Specifications.
- The Contractor shall provide invoices for all materials, equipment, and uniform traffic directors, which will serve as Basis for Compensation.

MORRIS COUNTY MUA

Schedule of Events

Schedule of Events.

Provided below is the tentative schedule of events related to the Request for Bids and award of the Contract:

- Publication of Notice to Bidders: Thursday February 20, 2025
- Bids Due: Thursday, March 27, 2025
- Contract Award: Anticipated on Tuesday, April 18, 2025

Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on Thursday, **March 27, 2025 at 2:00 p.m.** prevailing time at the MCMUA's office located at 370 Richard Mine Road Wharton, NJ 07885.

The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com> 48 hours prior to the opening.

The MCMUA will accept questions regarding the Bid in writing no later than 3:00 p.m. prevailing time on Thursday March 13, 2025. All questions may be submitted to procurement@suburbanconsulting.com. Based on the questions submitted, the MCMUA may at its own discretion provide answers in the form of an addendum to the Bid Documents. The MCMUA reserves the right to modify or change any of the Bid Specifications by the issuance of addenda to the Bid Specifications.

MORRIS COUNTY MUA

Price Proposal Signature Form

From: Shauger Property Services, Inc.
429 Dodd Street, East Orange, NJ 07017

Vendor: The undersigned has reviewed the proposal submitted in response to the bid issued by the MCMUA in connection with the need for the following:

BID#2025-W01 MCMUA EMERGENCY AND ON-CALL SERVICES

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications at the proposed prices within the time constraints of Specifications:

Business Name: Shauger Property Services, Inc.

Representative's Name (print): Linda M. Spahle

Representative's Signature:

Linda M. Spahle

Title: Acting Secretary

Complete Address: 429 Dodd Street

East Orange, NJ 07017

Affix Seal if Corporation:

MORRIS COUNTY MUA

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Bid. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address:

27 years in business. 21 years at present address

If less than 5 years, list previous names and address:

N/A

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: No. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: No

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

Please see Work on Hand Statement attached

List all major subcontractors to be used to complete the service and the area of their responsibility:

Peter Hywel Plumbing & Heating, Inc.

Connections to meter and inspections when needed.

MORRIS COUNTY MUA

Experience & Qualifications Questionnaire

Please provide at least 3 references below: Please see Experience Statement attached

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

Name:

Phone:

Address:

Equipment/Service Provided:

Contract Amount:

MORRIS COUNTY MUA

Definitions

The attention of all Bidders is directed to the Definitions section contained in this Information for Bidders and Requirements of Bid for definitions. Definitions shall apply to any such term(s) not otherwise defined in this Information for Bidders and Requirements of Bid. In the case of any term(s) not specifically defined in this Information for Bidders and Requirements of Bid, or any other document in the Bid Documents, said term(s) shall have the meaning normally ascribed to them in the trade, profession or business with which they are associated. The terms "herein", "hereunder", "hereby", "hereto", "hereof", and similar terms, refer to this Contract and the term "heretofore" means before the Contract Date and the term "hereafter" means after the Contract Date. Words importing the masculine gender include the feminine gender or the neuter and vice versa, as the case may be. Words importing the singular number include the plural number and vice versa.

Certain terms are used in the Proposal Documents and shall be defined as follows:

Addenda means supplemental written specifications or drawings issued prior to the bid submission date (as such date may be amended), which modify or interpret the Proposal Documents by addition, deletion, clarification or corrections.

Affiliate means a person controlling, controlled by, or under common control with the person in question. For purposes of this definition, "control" and similar terms means either direct or indirect majority ownership or the power to direct the day-to-day management decisions of a person, whether through ownership of voting stock or interests, status as a managing member of managing general partner, by contract or otherwise.

A.R.O. means After Receipt of Order

Authority, MCMUA or Owner means the Morris County Municipal Utilities Authority.

Bid means all documents, proposal forms, affidavits, certificates, certifications, statements and Bid Security submitted by the Bidder at the time of the Bid opening.

Bid Documents means all documents in this Request for Bids (including any appendices, exhibits, or schedules attached hereto) which may be subsequently supplemented, amended or otherwise modified during the procurement process, which documents shall be incorporated by reference into the Contract executed by the Authority and the Successful Bidder, as if fully set forth therein.

Bid Security means the bid bond, cashier's check or certified check submitted as part of the Bid, payable to the MCMUA, ensuring that the Successful Bidder will enter into the Contract.

Bid Specifications means the directions, provisions and requirements contained herein.

Bidder means any person, firm or entity which submits a Bid in response to this Request for Bids and who are collectively referred to herein as "Bidders."

Broom Clean means free of any debris, materials, equipment, and/or possessions of the contractor; to restore the property to the condition to which it was found.

MORRIS COUNTY MUA

Definitions

Contract means the written agreement executed by and between the successful bidder and the MCMUA and shall include the Contract Documents.

Contract Documents consist of the Information to Bidders, Instructions to Bidders, Price Proposal Table, General Information, General Specifications, Technical Specifications, Detailed Specifications, Contract Drawings, Schedules and addenda, if any.

Contract Drawings means all sketches, blueprints, plans, surveys, reproductions of drawings pertaining to performing the work required under the Contract.

Contractor means the Successful Bidder who enters into the Contract to perform the Work as described herein, which term shall include subcontractors, equipment and material suppliers and their respective employees.

Contractor's Plant and Equipment means equipment, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

County refers to the County of Morris, a municipal corporation of the State of New Jersey.

Direct shall refer to action of the MCMUA by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive shall refer to written documentation of the actions of the Owner in directing the Contractor.

Extra Work means any work required by the MCMUA, which in the judgment of the Owner involves changes, reductions or additions to the work required by the Contract Documents.

Furnish means to deliver to the job site or other specified location any time, equipment or material.

Guarantor means the parent corporation or other such third-party, and its successors and assigns, which has in each case guaranteed the performance by the Contractor of each of the Contractor's obligations under the terms of the Contract. Such Guaranty shall be evidenced by an agreement executed by the Guarantor, the form of which is set forth in the Bid Documents and submitted at the time of the Bid.

Lowest Responsible Bidder means the bidder whose response to a request for bids offers the lowest price and is responsive and is responsible.

May refers to permissive actions.

MCMUA means the Morris County Municipal Utilities Authority.

Notice to Proceed or NTP means the document issued to the Contractor designating the official commencement date of the performance under the Contract.

MORRIS COUNTY MUA

Definitions

Owner means an authorized representative of the MCMUA.

Participant shall refer to any resident who disposes of HHW at the MCMUA HHW Disposal Program Site.

Plans means the same as Contract Drawings.

Price Proposal Forms means those forms that must be utilized by all Bidders to set forth the prices for services to be provided under the Contract.

Responsible means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, workforce, equipment and facilities availability.

Responsive means conforming in all material respects to the terms and conditions, specifications, legal requirements and other provisions of the request.

Shall refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Specifications means the directions, provisions and requirements, contained herein.

Specify refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor means those having a direct contract with the Contractor to perform any of the Work required under the Contract.

Successful Bidder means the Bidder to which the Contract is awarded by the MCMUA.

Suppliers means those having a direct contract with the Contractor to perform any of the work required under the Contract.

Surety means the corporate body which is bound with and for the Contractor and which engages to be responsible for the Contractor's payment of all debts pertaining to and for the Contractor's acceptable performance of the Work for which the Contractor has contracted. Said Surety shall be duly certified to conduct business in the State of New Jersey and qualified to issue bonds in the amount and of the type and character required by the Bid Documents.

Total Bid Price shall refer to that amount identified in Table P-1 of the Proposal Section of the within bid.

Uncontrollable Circumstances shall have the meaning set forth in the Contract.

Will refers to actions entered into by the Contractor or the MCMUA as a covenant with the other party to do or to perform the action.

MORRIS COUNTY MUA

Definitions

Work means all labor, materials, supplies, tools and equipment, insurance, bonds and other such items necessary to perform the services required under the Contract in accordance with all Applicable Laws and the Bid Documents.

Written Notice means electronic or handwritten documentation. Proof of receipt provided.

MORRIS COUNTY MUA

Instructions for Completing the Initial Project Workforce Report AA201

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

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

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

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

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDED THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O.BOX209
TRENTON, NJ 08625-0209
(609) 292-9550

MORRIS COUNTY MUA

Instructions for Completing the Initial Project Workforce Report AA201

FORMAA-101
Revised 10/03

STATE OF NEW JERSEY
DIVISION OF CONTRACT COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS
INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only
Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD	
(Name)		6. NAME AND ADDRESS OF PROJECT	
(Street Address)		7. PROJECT NUMBER	
(City) (State) (Zip Code)		COUNTY	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>			

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER/ROOFER										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

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

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

EXHIBIT B

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicant's in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

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Mandatory Equal Employment Opportunity Language

Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

The contractor or subcontractor shall interview the referred minority or women worker.

If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or

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arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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Additional Mandatory Construction Contract Language

For State Agencies, Independent Authorities, Colleges and

Universities Only

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts.

It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the [Reporting Agency] that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency's] satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency's] contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

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4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA-201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract

Business Name: Shauger Property Services, Inc.

Representative's Name (print): Linda M. Spahle, Acting Secretary

Representative's Signature:



Date: 3/27/2025

MORRIS COUNTY MUA

Information to Bidders

SECTION I - SUBMISSION OF BIDS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed bids pursuant to the Notice to Prospective bidders. Said Notice to Prospective bidders is to be attached to and is considered as a part of these Information to Bidders.
- Sealed bids will be received by the Qualified Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective bidders, and at such time and place will publicly open and read aloud all bids received.
- Bid proposals as defined herein, shall be reassembled into book form. The Prospective bidders shall use ring binders (loose-leaf) or spiral binders to reassemble the Bid Documents.
- One (1) original and one (1) copy of the Bid proposal shall be submitted at the time of the Bid opening.
- On all copies of the Bid proposals the Price Proposal page must be tabbed separately.
- It is the bidder's responsibility to see that the bid is presented to the MCMUA on the hour and at the place designated.
- Bids received after the designated time and date will be returned unopened
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope.
- Bids may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for bids forwarded by regular or overnight mail.**
- All mailed bids must be delivered and signed for by the MCMUA Staff ONLY
- The following must be reflected on the face of the envelope the bid documents are submitted in:
 1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
 2. Bearing the name and address of the bidder written on the face of the envelope
 3. Clearly marked "BID" with the contract title and/or BID # being identified
- Where additional sheets are necessary to satisfy the requirements of the Bid Documents, they shall be placed immediately following such form or table which the additional sheets

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Information to Bidders

supplement. If the number of additional sheets submitted exceeds twenty-five (25), then they shall be included as an attachment to the Bid together with a list identifying the attachments, which list shall be placed immediately following the appropriate section in the Bid submission.

- Prospective bidders may collaborate with other firms to submit Bid proposals for the Contract, however, the MCMUA will enter into a Contract with only one (1) entity and that entity shall have full responsibility to conduct the Work, as that term is defined in the Bid Documents, in accordance with the Bid Documents and Applicable Laws.
- Bid proposals shall be signed by (1) principal executive officer in the case of a corporation, (2) general partners in the case of a partnership or three (3) the proprietor in the case of a sole proprietorship. Bid proposals may be signed by a duly authorized representative of the Bidder if the authorization is established in writing by the person described in (1), (2) or (3) above, as applicable and said authorization specifies a particular individual or a position having responsibility for overall operations of the business of the Bidder.
- Additional materials not included in the Bid Documents, including but not limited to drawings, specifications, historical data, plans, permits, agreements, manuals, etc., which the Bidder may wish to review, may be obtained at the office of the MCMUA, 214A Center Grove Road, Randolph, NJ 07869. As provided by law, fees may be assessed for the provision of a copy of these materials and such fees shall be non-refundable. Alternatively, these materials may be reviewed without fee at the MCMUA's office located at 214A Center Grove Road, Randolph, NJ 07869.
- Scaled bids forwarded to the MCMUA before the time of opening of bids maybe withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, maybe rejected by the MCMUA. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation

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of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- Prospective bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the MCMUA. 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.
- Amongst other items to be submitted as set forth in the Bid Documents (See Administrative Documents Checklist), each Bidder must submit with its Bid a signed Equipment and Vehicle Certification stating that it owns, leases or controls all the necessary equipment required to accomplish the Work in accordance with the Bid Documents, together with an executed Bidder's Agreement to Provide Equipment and Vehicles. Should the Bidder not be the actual owner or lessee of any such equipment required, its Equipment and Vehicle Certification shall state the source from which the equipment will be obtained, and in addition, shall be accompanied by a signed certification from the owner or person in control of the equipment required stating that in the event the Bidder is awarded the Contract, it shall provide Bidder with the equipment, together with an executed Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Each Bidder is required to furnish a qualification statement describing the Bidder's experience, financial condition along with other pertinent information. The Statement shall be in the form included in the Bid Documents, the Bidder shall attach additional information as required.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Prospective bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

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- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

SECTION II – BID SECURITY/CONTRACT SECURITY

- The following provisions if indicated by an (X) shall be applicable to this bid and be made a part of the bidding documents:

- Bid Guarantee X

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the MCMUA. 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 MCMUA. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Consent of Surety

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the MCMUA stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A.. 40A: 11-22. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Performance Bond X

The successful bidder shall execute and deliver to the MCMUA within ten (10) days after notification of award of the contract, a satisfactory surety bond or

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bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the MCMUA in statutory form with such surety companies as sureties as shall be approved by the MCMUA Council and qualified and authorized to do business under the laws of the State of New Jersey.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.**

- Maintenance Bond X

Successful bidder shall upon acceptance of the work by the OWNER submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

 1 year X 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER. **The maintenance bond is a requirement to close out the contract.**

SECTION III – INTERPRETATION & ADDENDA – BIDDER’S RESPONSIBILITIES

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the MCMUA. The bidder accepts the obligation to become familiar with these specifications.
- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner’s interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. Such notice will be sent from procurement@suburbanconsulting.com.
- Prospective bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Prospective bidders should be promptly reported in writing to the appropriate MCMUA

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official. In the event the bidder fails to notify the MCMUA of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the MCMUA's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids. 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 MCMUA's interpretations or corrections thereof shall be final.
- Discrepancies in the Bid
 - 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.
 - 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 MCMUA of the extended totals shall govern.
 - All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.

- Non-Mandatory Pre-Bid Conference/Site Tour

Pre-Bid meetings and site tours are encouraged but **not** mandatory. All Prospective bidders are strongly encouraged to attend Pre-Bid Conference/Site Tour as outlined in the schedule of events if applicable.

- Site Investigation & Representation

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to

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acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

Or unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures.

No extra compensation will be paid for rock excavation or varying geologic features encountered on the project, unless so shown as a bid item in the Bid Schedule for bid.

- **Deviations**

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation, however, may result in the bid being rejected. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

SECTION IV - PREPARATION OF BIDS

- The MCMUA is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

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Information to Bidders

The MCMUA has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION V – BRAND NAMES, PATENTS & STANDARD OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The MCMUA reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the MCMUA harmless from any damages resulting from such infringement.
- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to the MCMUA, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

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- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION VI - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

The MCMUA reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the MCMUA. The MCMUA also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Prospective bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the MCMUA, and will not be returned to the Prospective bidders.

The MCMUA may award the work on the basis of the Base Bid until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

- Contract Award

Should the MCMUA decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the MCMUA may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the MCMUA may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the MCMUA may be obliged to spend by reason for the default of the bidder.

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the MCMUA.

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Information to Bidders

Prior to commencing the Work, the Contractor and the MCMUA shall perform a facility walk through inspection, the purpose of which shall be to inspect and confirm the site conditions at the beginning of the Contract Term.

SECTION VII - REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
 - The lowest bid substantially exceeds the cost estimates for the goods and services.
 - The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services
 - The governing body of the contracting unit decides to abandon the project for the provision or performance of the goods or services.
 - The contracting unit wants to substantially revise the specifications for the goods or services
 - The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated
 - The governing body of the contracting unit decides to use the State authorized contract.
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

MORRIS COUNTY MUA

Information to Bidders

SECTION VIII – PERMISSION FOR BIDDER TO WITHDRAW BID

- N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.
- A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal in writing, by certified mail or registered mail to the Qualified Purchasing Agent. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Qualified Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidder wishes to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.
- A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.
- The public owner will not consider any written requests for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in preparation of a bid proposal unless the postmark of the certified or registered mailing is within five (5) business days following the opening of bids.

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bidHeadings

The captions and headings in this Contract are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Contract and such headings do not in any way constitute a part of this Contract.

Perspective Bidders General Description

This Request for Bids solicits proposals from qualified vendors to provide emergency and on-call services as needed for the MCMUA water system.

Locations

The MCMUA has water transmission mains located in Randolph Township, Morris Township, Mine Hill Township, Mt. Arlington Borough, Roxbury Township, Mendham Township, Chester Township and Wharton Borough, Morris County New Jersey.

Notices

Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to have been validly given if facsimiled to the telephone number set forth below, delivered in person or mailed by certified or registered mail, postage prepaid, addressed as follows:

<u>If to Authority:</u>	The Morris County Municipal Utilities Authority
By mail and/or by hand:	370 Richard Mine Rd
	Wharton, NJ 07885
	Attention: Shana O'Mara, QPA
	Telephone No. 973-285-8390
	Fax No. 973-285-8397

If such notice is sent by facsimile or similar transmission, the original executed copy of such notice shall be mailed or delivered as provided above.

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

The MCMUA reserves the right to reject any and all proposals that substantially or materially deviate from the specifications and other required documents, and further reserves the right to waive minor irregularities and immaterial variances and formalities in the proposals in accordance with applicable law.

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General Information

A-1. JOINT VENTURE CONTRACTOR

In the event the contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner under this contract shall be deemed to have been given by and shall bind all persons being the Contractor.

A-2. CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS:

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the MCMUA and their respective heirs, executors, administrators, successors and assigns.

B. ASSIGNMENT OF CONTRACT:

The contract shall not be assigned in whole or in part without the written consent of the MCMUA. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency shall be considered as failure to comply with the provisions of the contract and subject to the dismissal provisions contained herein.

C. WAIVER OF RIGHTS:

Except as herein provided, no action or want of action on the part of the Contractor, or MCMUA at any time with respect to the exercise of any right or remedies conferred upon them under this contract shall be deemed to be a waiver on the part of the Contractor or MCMUA of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS:

These general conditions may be amended only by mutual consent of the MCMUA and the Contractor in writing.

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A-3. LAWS, REGULATIONS AND PERMITS

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Owner in writing of such variance. The MCMUA shall promptly review the matter and, if necessary, shall issue a change order or take other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor.

A-4. CONTRACTOR REFERRED TO LAWS AND SAFETY

Contractors shall familiarize themselves with the provisions of Federal, State, County and Municipal Ordinances, laws, statutes and regulations that may apply to the work.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by operations during performance of the work. This requirement applies continuously 24 hours a day and shall not be limited to normal working hours.

The duty of the Engineer to observe the work during construction is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

A-5 APPROVAL OF OUTSIDE AGENCIES

Certain work to be done within the Scope of this Contract may be required to meet the specifications of persons, municipalities or authorities other than the Owner. The Contractor shall be responsible for obtaining the permits, approval and acceptance of this work by such persons, municipalities or authorities. Such work may include, but shall not be restricted to, structures, replacement of sidewalks, curbs, pavement, utilities and other incidental work required to complete the Contract.

A-6. LANDS AND RIGHTS-OF-WAY

The Owner will provide the lands and/or rights-of-way shown in Appendix B, the tax map showing the Morris County Municipal Utility Authority property. If the lack of rights-of-way delays the Contractor from completing the project within the Contract time, the Owner shall grant

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an extension of time equivalent to the delay. Any land not specifically shown to be furnished by the Owner, that may be required for temporary construction facilities or for storage of materials, shall be acquired by the Contractor at his expense.

A-7. SUBCONTRACTS

The Contractor shall perform with his own organization not less than one-half of the work and shall not sublet to one subcontractor more than one-third of the work without the previous written consent of the MCMUA. See Proposal section for listing of subcontractors.

A-8. LABOR STANDARDS

A. WAGES:

1. GENERAL: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Department of Labor of the State of New Jersey. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

2. STATE WAGE RATES: The MCMUA has obtained from the Department of Labor the general prevailing rate of wages in the vicinity of the work to be performed under this contract. These wage rates are maintained on file by the MCMUA.

B. RESIDENT CITIZENS TO BE PREFERRED IN EMPLOYMENT ON PUBLIC WORKS:

The Contractor's attention is directed to State Statute 34: 9-2. requiring that preference in employment shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

If this section is not complied with, the contract shall be voidable at the instance of the State, County or Municipality.

The contractor shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

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SECTION B – OWNER-CONTRACTOR RELATIONS

B-1. AUTHORITY OF MCMUA

A. GENERAL:

The MCMUA, acting through the Engineer, shall have the authority to act as the sole judge of the work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the specifications and other contract documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.

B. INSPECTION OF WORK:

The Owner shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities and means for safe and convenient access for such inspection.

If the specifications, the instructions of the Owner, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection. If the inspection is by an authority other than the Engineer, the Contractor shall advise the Owner of the date fixed for such inspection. Inspections by the Engineer shall be made promptly and, where practicable, at the source of supply.

Piping, wiring, ducts, and other concealed work shall not be covered before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection be covered without approval or consent of the Engineer, it must be uncovered by the Contractor at his expense when examination is ordered by the Owner.

Re-examination of questioned work must be ordered by the Owner by a written order, and if found not in accordance with the Contract Documents, the Contractor shall pay the cost of re-examination and replacement. The MCMUA shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by other contractors. The MCMUA shall bear the cost of re-examination and replacement only when work is found to be in accordance with the Contract and the Engineer orders the re-examination and replacement by written order.

The inspection of the work shall not relieve the Contractor of any obligations under the Contract.

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B-2 MCMUA'S RESPONSIBILITY

The MCMUA shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The MCMUA shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, the Contractor shall secure written permission from the Property Owner and shall file a duplicate copy of such permission with the MCMUA.

B-3 RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR'S SUPERVISION:

The Contractor shall give efficient and continuous supervision to the work, using his best skill and attention. The Contractor shall provide a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the concurrence of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed upon written request by the Contractor in each case.

B. CHARACTER OF WORKMEN:

None but skilled foremen and workmen shall be employed on work requiring special qualifications. When requested in writing by the Owner, the Contractor shall discharge any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate incompetent or otherwise objectionable.

The Contractor shall save the MCMUA harmless for damages of claims for compensation that may occur in the enforcement of this requirement.

C. SANITATION:

The Contractor shall provide and erect suitable portable toilet facilities for the use of employees on the project at locations determined by the Owner. The Contractor shall remove and efface all visual evidence of the provided portable toilet facilities immediately upon completion of the project.

D. ENVIRONMENTAL COMPLIANCE:

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The Contractor shall comply with all applicable Federal, State and Local laws, regulations and ordinances pertaining to the environment and shall be responsible for any discharge to the environment that violates applicable laws.

E. PROTECTION OF THE WORK:

The Contractor shall be responsible for the protection of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material, or repair damaged parts of the work. He shall take all risks from floods and casualties and shall make no claim for damages for delay from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

F. WATER, PUBLIC UTILITIES:

The Contractor shall supply safe drinking water for all employees on the work.

It is the Contractor's duty to maintain service to existing public utility consumers during construction by means of temporary connections or by rapid cut overs made in such manner as to keep customer inconvenience to a minimum. All valve shutoffs and notifications to consumers of temporary shutoffs shall be made by the Contractor.

G. EMERGENCIES:

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act at his own discretion to prevent threatened loss or injury. Any limitation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

Emergencies may arise during the progress of the work which may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies, from whatever cause, to do all necessary work promptly.

The Contractor shall file with the Owner the names, addresses, and telephone numbers of his agents who can be contacted at any time in case of emergency. These representatives shall be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

H. PROTECTION OF PERSONS AND PROPERTY:

The Contractor shall adopt every practical means to minimize interference with traffic and inconvenience, discomfort, or damage to the public. Unless otherwise expressly specified, the Contractor shall prevent injury to all pipes, sewers, conduits, or other structures, public or private; lawns, gardens, shrubbery and trees encountered in the work; and shall save the MCMUA harmless

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from costs, claims and damages for any injury done to such pipes, structures or to property during the course of the work.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as excavations, well holes, hatchways, scaffolding, window openings, stairways and falling materials.

I. DAMAGE TO PERSONS AND PROPERTY:

In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor agrees to indemnify and hold harmless the MCMUA, the County of Morris, its officers, boards, commissions, employees and agents (including the Engineer) against and from any and all claims, demands, causes of action, suits and proceedings, regardless of the merits of the same and from damages (including damages to MCMUA property), liability, costs or expenses of every type, all or any part thereof which arise by reason of any injury to any person or persons, including death or property damage, resulting from any act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by either of them in the prosecution of any work included in the Contract.

J. MATERIALS, SERVICES AND FACILITIES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, fuel, tools, equipment, freight, transportation, all other facilities including water, gas and electric services and all costs and expenses of every kind necessary for the execution, completion and delivery of the work within the specified time.

K. COMPLIANCE WITH SPECIFICATIONS OF MATERIALS:

Unless otherwise specifically provided elsewhere, all workmanship, equipment, materials and parts incorporated in the work covered by this Contract are to be equivalent to those specified in the technical portion of the Specifications.

Whenever the words "AS MAY BE DIRECTED," "SUITABLE," "OR EQUAL," "AS APPROVED," or other words of similar intent and meaning are used implying that judgment, discretion or decision is to be exercised, it is understood that it is the judgment, discretion or decision of the Engineer to which reference is made. All materials and articles of any kind necessary for the work are subject to the approval of the Engineer.

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The Contractor will be held to furnish under the base bid all work as specified except as the Specifications may be modified prior to the opening of the bids by addenda and/or written approvals of equal items of equipment or material as provided for in the Information to Bidders. After execution of the Contract, changes of brand names, trade names, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Engineer.

L. INSPECTION AND TESTING OF MATERIALS:

1. All equipment and materials used in the construction of project, especially those upon which the strength and durability of the structure may depend, will be subject to inspection and testing, in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended as determined by the Engineer.

2. The performance of tests and the engagement of the testing laboratory or agency shall have the prior approval of the Engineer.

M. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall indemnify, keep and save harmless the MCMUA from all liabilities, judgments, costs, damages and expenses which may result from infringement of any patent by reason of the use of any proprietary materials, devices, equipment, or processes incorporated in or used in the performance of the work under the Contract. The Contractor shall furnish the MCMUA, before the completion of the Contract, satisfactory evidence that suppliers of proprietary materials, equipment, devices, or processes furnished or used in the performance of the work under this Contract have indemnified the Contractor from all liabilities, judgments, costs, damages and expenses which may arise from the use of such proprietary materials, equipment, devices or processes, furnished to the Contractor for incorporation in or use in performance of the work under this Contract and its operation by the MCMUA after acceptance of the work. Such satisfactory evidence shall consist of patent licenses or patent releases covering proprietary materials, equipment, devices or processes. The MCMUA, however, shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is required, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

N. CUTTING, PATCHING AND DIGGING:

The Contractor shall do all cutting, fitting, or patching for the work as required to make it come together properly. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor except with the written consent of the Owner. Any cost caused by defective or ill-timed work shall be borne by the contractor responsible therefore as determined by the Owner.

O. CLEANING UP:

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The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees and work, and at the completion of the work, he shall remove all his rubbish, tools, scaffolding and surplus materials from the project and shall leave his work "broom clean" or its equivalent, unless more exactly specified.

P. USE OF PREMISES:

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to the limits indicated by easements, rights of way, permits, or directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of workmen or the integrity of the structure. The Contractor shall enforce the terms and conditions of all easement agreements between the Owner and third parties as related to this project.

B-4 OWNER-CONTRACTOR COORDINATION

A. SERVICE OF NOTICE:

Notice, order, direction, request or other communication given by the Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his officers, clerks or employees or posted at the site of the work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor.

B. SUGGESTIONS TO CONTRACTOR:

Plan or method of work suggested by the Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The MCMUA and SCE assume no responsibility, therefore, and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

C. COOPERATION:

The Contractor agrees to permit entry to the site of the work by MCMUA personnel or other contractors performing work on behalf of the MCMUA. The Contractor shall afford MCMUA personnel or other contractors and their employees, reasonable access and shall not interfere with their activities upon the site of the work. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to the work of others.

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If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the MCMUA to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the MCMUA or between the Contractor and MCMUA personnel with regard to their work, shall be submitted to the Owner for decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the MCMUA, the Contractor may submit for the Owner's consideration, a documented request for a change order.

D. DEVIATION FROM CONTRACTOR:

Neither the Contractor nor the MCMUA shall make an alteration or variation in, addition to, or deviation or omission from the terms of this contract without the written consent of the other party.

E. DIFFERING SITE CONDITIONS:

The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract.
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

The Engineer shall promptly investigate the conditions. If he finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made by the MCMUA and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required, except that the MCMUA may extend the prescribed time.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

F. CLAIMS:

1. DETERMINATION BY ENGINEER: Questions regarding meaning and intent of the contract documents shall be referred by the Contractor in writing to the

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Engineer for his decision. The Engineer shall respond to the Contractor in writing with his decision. If the Contractor disagrees with the Engineer's decision or considers that the decision requires extra work, he shall, within five calendar days, notify the Engineer in writing of the disagreement or of the claimed extra work involved and of the estimated cost of said work.

SECTION C – SPECIFICATIONS

C-1. SUBMITTALS

Where required by the specifications, the Contractor shall submit specified information which will enable the Engineer to determine whether the Contractor's proposed materials or equipment are in general conformance to the design concept and in compliance with the Specifications.

C-2. INFORMATION PROVIDED BY CONTRACTOR

Information required for constructing, testing, operating or maintaining parts of the work shall be provided by the Contractor when specified. Unless otherwise specified, such information shall be provided at the time the referenced material or equipment is delivered to the job site. Information provided shall be as specified and includes such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. Such information is to be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

SECTION D – MATERIAL, EQUIPMENT AND WORKMANSHIP

D-1. GENERAL QUALITY

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for materials, labor, tools, equipment, fuel, freight, transportation, supervision and temporary construction of any nature and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment to be incorporated into the work shall be new and of a quality equal to that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, nor to thoroughly demonstrated improvements in design or in materials of construction. Construction work shall be executed in conformity with the standard practice of the trade. Equipment shall meet all OSHA, F.M. Standards and be U.L. listed.

D-2. QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

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Where the contract requires that materials or equipment be provided or that construction work be performed and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment that meet the standards of the trade in quality and workmanship, obtained from reputable suppliers, and installed following standard practices for performance of construction work.

In cases where quality compliance of materials or equipment is not readily determinable through inspection, the Engineer shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of quality. These documents, certifications and proofs shall establish performance characteristics, materials of construction and the physical or chemical characteristics of materials.

D-3. DEFECTIVE WORK

A. CORRECTION OF DEFECTIVE WORK

When the Engineer determines through inspection or otherwise, that material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the Engineer shall give written notice of the non-compliance to the Contractor. Within five days from the receipt of such notice, the Contractor shall undertake the work necessary to correct the deficiencies, and to comply with the contract. Failure of the Contractor to correct defective work is grounds for the MCMUA to take any appropriate corrective action and deduct the cost from monies due the Contractor.

B. RETENTION OF DEFECTIVE WORK:

Prior to acceptance of the project, the MCMUA may, at its option, retain work which is not in compliance with the contract if the Engineer determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The MCMUA also may retain defective work if in the opinion of the Engineer removal of such work is impractical or will create conditions which are dangerous or undesirable. Just and reasonable value for such defective work shall be judged by the MCMUA and appropriate deductions shall be made in the payments due or to become due the Contractor. Final acceptance shall not act as a waiver of the MCMUA's right to recover from the Contractor an amount representing the deduction for retention of defective work.

D-4. GUARANTEE

For a period of 365 calendar days commencing on the date of final acceptance of the work, the Contractor shall upon the receipt of notice in writing from the MCMUA, promptly make all repairs arising from defective materials, workmanship or equipment. The MCMUA is hereby authorized to make such repairs, if ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In the case of an emergency, where, in the opinion of the MCMUA, delay could cause serious loss or damage,

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repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged against the Contractor's performance guarantee.

For the purpose of this paragraph, "acceptance of the work" shall mean the acceptance of the work or a portion of the work by the MCMUA, in accordance with Section F-4. "Acceptance of the work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The MCMUA and the Contractor agree that guarantee on the equipment possessed and used by the MCMUA shall commence on the date that the MCMUA takes possession of the equipment and so notifies the Contractor in writing. MCMUA and the Contractor further agree that such taking possession and use shall not be deemed as completion or acceptance of any part of the work. Takeover of equipment shall be at the MCMUA's option and will not be made until the equipment can be put into routine service on a permanent basis.

SECTION E – PROGRESS AND COMPLETION

E-1 CONTRACT TIME

A. GENERAL:

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the MCMUA that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. DELAYS:

1. NOTICE OF DELAYS: When the Contractor foresees a delay in the prosecution of the work and in any event immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Owner in writing of the occurrence of such delay and its cause. The Contractor shall then take immediate steps to prevent continuance of the delay. If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and completion of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.

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2. **AVOIDABLE DELAYS:** Avoidable delays in the prosecution of the work shall include delays which could have been averted by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

3. **UNAVOIDABLE DELAYS:** Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been averted by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Delays in completion of the work of other contractors employed by the MCMUA will be considered unavoidable delays insofar as they interfere with the Contractor's completion of work.. Delays due to normal weather conditions shall not be regarded as unavoidable as the

Contractor agrees to plan his work with allowances for interference by normal weather conditions.

C. **EXTENSION OF TIME:**

1. **AVOIDABLE DELAYS:** In case the work is not completed in the time specified, including extension of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the MCMUA which are attributable to the fact that the work was not completed on schedule.

The MCMUA may grant an extension of time for avoidable delay if it deems it in its best interest. If the MCMUA grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs including charges for engineering inspection and administration as specified in Section A-6 incurred during the extension.

2. **UNAVOIDABLE DELAYS:** For delays which the Contractor considers to be unavoidable, he shall submit to the Owner complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within 30 calendar days of the occurrence which is claimed to be responsible for the unavoidable delay. The Owner shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the work. The MCMUA agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extension of time, neither extra compensation or engineering inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and MCMUA that time extensions delay involve controlling operations which would prevent completion of the whole work within the specified contract time.

E-2 SUSPENSION PROCEDURES

The MCMUA may, at its convenience and at any time and without cause, suspend, delay or interrupt all or any part of the work for a period of not more than 90 days by notice in writing to the Contractor. The MCMUA shall fix the date on which the work shall be resumed. The work

MORRIS COUNTY MUA

General Information

shall be resumed by the Contractor within 10 days after receiving written notice from the MCMUA to do so. The Contractor will be allowed an increase in the contract price or an extension of contract time or both directly attributable to any suspension if he makes a claim therefore as provided in the paragraphs related to change of contract price and change of contract time.

E-3 USE OF COMPLETED PORTIONS OF THE WORK

The MCMUA shall have the right to take possession of and use completed or partially completed portions of the work notwithstanding the time for completing the work or such portions may not have expired. Such taking possession and use shall not be deemed as completion or acceptance of parts of the work. If such prior possession or use increases the cost of the work, the Contractor shall be entitled to claim for extra compensation within five calendar days of each occurrence. The amount of extra compensation shall be determined in accordance with the procedures given herein for determination of change order cost. The Contractor shall not claim extra compensation for possession of portions of the work specifically required by the contract.

SECTION F – MEASUREMENT AND PAYMENT

F-1 CHANGES IN THE WORK

The MCMUA may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of such extra work shall be determined by one of the following means:

1. By estimate and acceptance in a lump sum, with a schedule of values.
2. By unit prices named in the Contract or subsequently agreed upon.
3. By cost and percentage or by cost plus a fixed fee.

It is understood that the MCMUA reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to paid for such extra work cannot be promptly reached between the MCMUA and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others.

If the Contractor shall claim compensation for any alleged damages sustained by reason of acts of the MCMUA or its agents, the Contractor shall immediately notify the Owner so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Owner a written statement as to the nature of the damage and an itemized statement of the amount

MORRIS COUNTY MUA

General Information

claimed for such damage. No such claims shall be entitled to payment unless as hereinbefore specified.

F-2 EXTENSION OF TIME

The MCMUA shall have the right to defer the beginning or to suspend the whole or any part of the work herein specified to be done whenever, in the opinion of the Engineer, it may be necessary or expedient for the MCMUA so to do. And, if the Contractor be delayed in the completion of the work by any act or neglect of the MCMUA, or any other contractor employed by the MCMUA, or by changes in the work, or by strikes, lockouts, fire, unusual delay by carriers, unavoidable casualties, or any cause beyond the Contractor's control or by any cause which the Engineer shall decide to justify the delay, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the Engineer and a similar allowance of extra time will be made for such other delays as the Engineer may find to have been caused by the MCMUA. No such extension shall be made for any reason unless within ten (10) days after the beginning of such delay, a written request for additional time shall be filed with the Owner.

F-3. COMPENSATION TO MCMUA FOR TIME EXTENSION

The MCMUA, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual costs to the MCMUA of engineering, inspection, general supervision and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

F-4. ACCEPTANCE OF WORK.

Upon Completion of the work, or a portion thereof, the Contractor shall so notify the Engineer in writing. Upon receipt of the notification, the Engineer will promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the contract. If he finds materials, equipment or workmanship which do not meet the terms of the contract, he shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Engineer shall notify the MCMUA that the work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the MCMUA. Upon acceptance of the work, the MCMUA shall immediately file a notice of completion. The conditions of guarantee shall commence on the date that the MCMUA files a notice of completion.

MORRIS COUNTY MUA

Bidder's Agreement to Provide Equipment and Vehicles

**AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON
AWARD OF CONTRACT FOR THE ~~MOORE ARRLINGTON TANK REHABILITATION~~
Bid #2025-W01 Emergency and On-Call Services**

Shauger Property Services, Inc. (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for the ~~Moore Arlington Tank Rehabilitation~~ (the "Contract"), that equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated to ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated 3/27/2025

By Linda M. Spahle

Name Linda M Spahle

Title Acting Secretary

MORRIS COUNTY MUA

Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles N/A

THIRD PARTY EQUIPMENT AND VEHICLE OWNER'S ("OWNER") AGREEMENT TO PROVIDE BIDDER WITH EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT TO BIDDER FOR THE MOUNT ARLINGTON TANK REHABILITATION

_____ (Owner) hereby agrees to provide and commit to

_____ (Bidder), contingent upon the award of the Contract to Bidder for

the ~~Mount Arlington Tank Rehabilitation~~ (the "Contract"), that equipment and those vehicles
Bid#2025-W01 Emergency and On-Call Services

listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents

and any such other equipment and/or vehicle(s) reasonably calculated by Bidder to ensure safe,

adequate and proper service, for use in connection with the Contract, during the entire Term of

the Contract.

Dated:

By: _____

Name: _____

Title: _____

MORRIS COUNTY MUA

Equipment and Vehicle Certification

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT AND VEHICLE CERTIFICATION

If the Bidder owns, leases or controls all the necessary equipment and vehicles required, Bidder shall complete Part 1A together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents. If the Bidder owns, leases or controls a portion of the necessary equipment and vehicles required, Bidder shall complete Part 1B together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents and Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents for the remaining portion of the necessary equipment and vehicles required to accomplish the Work in the Bid Documents. Should the Bidder not own, lease or control the necessary equipment and vehicles required, Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents. This Equipment and Vehicle Certification shall be attached to and submitted with the Bid.

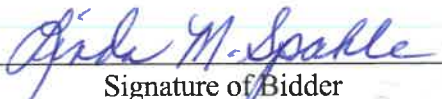
Part 1A

This is to certify that I, the Bidder signing the attached Bid, own, lease or control all the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents. In addition, I certify that the solid waste vehicles will meet the air pollution control ("Diesel Retrofit Program") standards set forth within N.J.A.C. 7:27-32 et seq.

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

3/27/2025

Date


Signature of Bidder
Linda M. Spahle, Acting Secretary

Part 1B

N/A

This is to certify that I, the Bidder signing the attached Bid, own, lease or control a portion of the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents. In addition, I certify that the solid waste vehicles will meet the air pollution control ("Diesel Retrofit Program") standards set forth within N.J.A.C. 7:27-32 et seq. I certify that the remaining necessary equipment and solid waste vehicles required to accomplish the Work described in the Bid Documents are set forth in Part II.

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

MORRIS COUNTY MUA

Equipment and Vehicle Certification

Date

Signature of Bidder

Part 2

N/A

This is to certify that I, the undersigned, own or control the equipment and vehicles required and listed below, and definitely grant or will grant the Bidder named below the control of said equipment and vehicles during such time as may be required for that portion of the Work described in the Bid Documents for which said equipment and vehicles are necessary. In addition, I certify that the solid waste vehicles will meet the air pollution control ("Diesel Retrofit Program") standards set forth within N.J.A.C. 7:27-32 et seq.

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

Date

Signature of Third Party Owner

Name of Bidder

Business Address of Above

MORRIS COUNTY MUA

Equipment and Vehicle Certification

List of Equipment and Vehicles

(Attachment to Equipment and Vehicle Certification)

Please provide copies of all Vehicle and Equipment Registrations

VIN	LICENSE PLATE	DECAL #S	MAKE	MODEL

(Attach Additional Sheet as Required)

Please see Equipment & Vehicles List attached
with Registrations

Shauger Property Services, Inc. Vehicle & Equipment List

Location: 429 Dodd Street, East Orange, NJ 07017

Vehicle List	License Plate	Year	Make	Model	Description	Type	Vehicle Identification Number
E-80	NA	2000	CAT	315BL	Excavator	Excavator	X3AW01513X
E-143	NA	2010	Wacker	RD12A	Wacker Compactor	Trench Compactor	1134429
E-164	XFUM97	2019	International	4300	Dump	Dump Truck	1HTMMML3KH115975
E-185	XFVC36	2019	Ford	F-550	Tool Box Truck	Tool Box Truck	1FDUF5GT3KDA20957
E-187		2020	CAT	306	Excavator	Excavator	06G600463
E-192		2018	Wacker	RD12A	Roller	1.5 Ton Drum Roller	24456517
E-193		2018	Wacker	RTKX-SC3	Roller	Trench Compactor	24459997
E-195	XFVC38	2020	Ford	F-550	Cube 16' Box Truck	Tool Box Truck	1FDUF5GT4LDA03859
E-197		2020	ATLASCOPCO	XAS188 KD8 CW	Air Compressor	Air Compressor	HOP059907
E-198		2020	ATLASCOPCO	XAS188 KD8 CW	Air Compressor	Air Compressor	HOP059917
E-205	XKND72	2019	Ford	F-750	10' Dump Truck	Dump Truck	1FDNF7DE3KDF11762
E-208	XKNE57	2020	Ford	F-550	16' Tool Box Truck	Tool Box Truck	1FDUF5GT5LDA07838
E-222		2021	Wacker	RD 12A-90	1.5 Ton Drum Roller	1.5 Ton Drum Roller	WNCRD12ACPUM03810
E-225	XLKU79	2022	Ford	F-750	10 ' Dump Truck	Dump Truck	1FDWF7DE5NDF00478
E-260		2024	Allmand Inc	NLGRLEDLC	Light Tower	Light Tower	47-006645
E-261		2024	Allmand Inc	NLGRLEDLC	Light Tower	Light Tower	47-006646

THESHAUJ-01

CONCR1

PERMANENT STATE OF NEW JERSEY INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 118	COMPANY United Fire Group	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> PERSONAL
POLICY NUMBER 60643907	EFFECTIVE DATE 01/01/2025	EXPIRATION DATE 01/01/2026
YEAR	MAKE/MODEL ALL OWNED & LEASED	VEHICLE IDENTIFICATION NUMBER VEHICLES
AGENCY/COMPANY ISSUING CARD Quantum Insurance Svcs LLC 760 Route 10 W Suite 201 Whippany, NJ 07981		(973) 813-3369

INSURED **The Shauger Group, Inc.**
429 Dodd St
East Orange, NJ 07017-1202

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Address for notification of commencement of medical treatment:

United Fire Group

PO Box 73909

Cedar Rapids, IA 52407-3909

THE FRONT OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ACORD 91 NJ (2/87/06)

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DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

E-164

R165366702


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: XFUM97 GOOD THRU: 05/2025
VIN: 1HTMMML3KH115975
INT 2019 TRK WHITE 430 GW:25999 AX:2
THE SHAUGER GROUP INC COMMERCIAL 11
429 DODD ST CC:787415460070170
EAST ORANGE NJ 07017 RENEWAL PT:CM
FEE: 409.50 RP202406557213101

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024068000683

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

E-185

R166462032

E-185


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: XFVC36 GOOD THRU: 07/2025
VIN: 1FDUF5GT3KDA20957
FOR 2019 TRK WT 550 GW: 19500 AX: 2
THE SHAUGER GROUP INC COMMERCIAL 11
429 DODD ST CC: 787415460070170
EAST ORANGE NJ 07017 RENEWAL PT: CM
FEE: 322.50 RP202412456311501

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024129000480

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

E-195

R166462034


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: XFVC38 GOOD THRU: 07/2025
VIN: 1FDUF5GT4LDA03859
FOR 2020 TRK WT F55 GW: 19500 AX: 2
THE SHAUGER GROUP INC COMMERCIAL 11
429 DODD ST CC: 787415460070170
EAST ORANGE NJ 07017 RENEWAL PT: CM
FEE: 322.50 RP202412456311701

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024129000482

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R170936750


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: XKND72 GOOD THRU: 11/2025
VIN: 1FDNF7DE3KDF11782
FOR 2019 TRK WT F75 GW:25999 AX:2
THE SHAUGER GROUP INC COMMERCIAL 11
429 DODD ST CC:787415460070170
EAST ORANGE NJ 07017 RENEWAL PT:CM
FEE: 409.50 RP202427007159001

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024276000602

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R169616429


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: XKNE57 GOOD THRU: 12/2025

VIN: 1FDUF5GT5LDA07838

FOR 2020 TRK WT F55 GW: 19500 AX: 2

THE SHAUGER GROUP INC COMMERCIAL 11

429 DODD ST CC: 787415460070170

EAST ORANGE NJ 07017 RENEWAL PT: CM

FEE: 322.50 RP202429514600001

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024301000440

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R168954916


Lairecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: **XLKU79** GOOD THRU: **12/2025**
VIN: **1FDWF7DE5NDF00478**
FOR 2022 TRK WHITE 750 GW: 26000 AX: 2
THE SHAUGER GROUP INC **COMMERCIAL 11**
429 DODD ST CC: 787415460070170
EAST ORANGE NJ 07017 RENEWAL PT: CM
FEE: 409.50 RP202427620189501

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

2024280000709

R173042836

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: 85GJ

GOOD THRU: 03/2026

VIN:

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704313701

2025024001492

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042837



Latricia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION

2



PLATE NO: 85GJ

GOOD THRU: 03/2026

VIN:

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE

NJ 07017
FEE: 27.00

CONT EQP-TRN 58
CC:787415460070170
RENEWAL PT:CE
RP202501704313701

2025024001493

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042838


Patricia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION *# 3*



PLATE NO: 85GJ
VIN:

GOOD THRU: 03/2026

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017
FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704313701

2025024001494

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042839


Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: 85GJ
VIN:

GOOD THRU: 03/2026

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC

429 DODD ST

EAST ORANGE

NJ 07017

FEE: 27.00

CONT EQP-TRN 56

CC:787415460070170

RENEWAL

PT:CE

RP202501704313701

2025024001495

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042840



Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION #5



PLATE NO: 85GJ

GOOD THRU: 03/2026

VIN:

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
FEE: 27.00
RP202501704313701

2025024001496

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042841

J. Little-Floyd

Jatrecia Little-Floyd
Acting Chief Administrator

NJMVC
New Jersey Motor Vehicle Commission



J. Little-Floyd
ACTING CHIEF ADMINISTRATOR
MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION



PLATE NO: 86GJ

GOOD THRU: 03/2026

VIN:

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

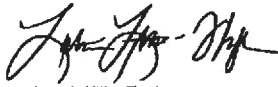
THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017
FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704314101

2025024001497

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042842



Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION # 2



PLATE NO: 86GJ
VIN:

GOOD THRU: 03/2026

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017
FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704314101

2025024001498

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042843


Lutrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION #3



PLATE NO: 88GJ
VIN:

GOOD THRU: 03/2026

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017
FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704314101

2025024001499

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042844



Lafreia L. Hiles-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION



PLATE NO: 86GU
VIN:

GOOD THRU: 03/2026

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

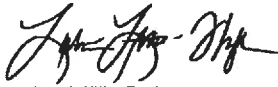
THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017
FEE: 27.00

CONT EQP-TRN 56
CC:787415460070170
RENEWAL PT:CE
RP202501704314101

2025024001500

DEAR REGISTERED OWNER:
HERE IS YOUR NEW REGISTRATION. WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

R173042845



Latrecia Little-Floyd
Acting Chief Administrator



VEHICLE REGISTRATION # 5



PLATE NO: 86GJ

GOOD THRU: 03/2026

VIN:

THE SHAUGER GROUP INC
429 DODD ST
EAST ORANGE NJ 07017

THE SHAUGER GROUP INC

429 DODD ST

EAST ORANGE NJ 07017

FEE: 27.00

CONT EQP-TRN 56

CC:787415460070170

RENEWAL PT:CE

RP202501704314101

2025024001501

MORRIS COUNTY MUA

Contract Agreement

THIS AGREEMENT made and entered into this day of , 2025

BETWEEN:

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY,

a municipal corporation of the State of New Jersey, with offices located at 370 Richard Mine Road, Wharton, NJ, party of the first part, and hereinafter designated as the “MCMUA” and/or “OWNER”, and:

Vendor Name
Address

hereinafter designated as the “CONTRACTOR”

WHEREAS, the QPA of the MCMUA duly advertised for Bid Proposals for furnishing the following:

Bid# 2025-W01 MCMUA EMERGENCY AND ON-CALL SERVICES

WHEREAS, MCMUA has accepted the bid of the CONTRACTOR and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE MCMUA, in consideration of the mutual covenants herein, **DO HEREBY AGREE AND CONTRACT** as follows:

I. COVENANTS AND REPRESENTATIONS OF AUTHORITY

- Authority represents, warrants and covenants to and with the CONTRACTOR as follows:
Authority is duly organized and existing in good standing under the laws of the State of New Jersey and has the power, authority and legal right, to enter into and perform the obligations set forth in the Contract.

The execution, delivery and performance of this Contract (a) has been duly authorized by the governing body of the Authority, (b) does not require any consent, approval or referendum of voters, and (c) will not violate any judgment, order, law or regulation applicable to Authority or any provisions of the Authority’s charter, ordinances or resolutions.

The execution of this Contract, and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of Authority or any agreement, indenture, mortgage, trust, contract, instrument of Applicable Laws to which Authority is a party or by which Authority is bound. This Contract has been duly executed and delivered and, as of the Contract Date, constitutes a legal, valid and binding obligation of Authority, enforceable in

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accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor's rights generally and the application of general principles of equity.

There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, threatened against the Authority, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Authority of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other Contract or instrument entered into by Authority in connection with the transactions contemplated hereby.

II. CONTRACTUAL PROVISIONS

- The CONTRACTOR covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the OWNER to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this CONTRACTOR in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the OWNER to enforce the same or cause the same to be enforced at anytime, without prejudice to the other rights which the OWNER may have against the CONTRACTOR under this contract or the contract documents.
- All drawings if applicable and requested by the OWNER
- Instructions and detailed drawings

The CONTRACTOR may be furnished with additional instructions and detail drawings, by the OWNER, as necessary to carry out the work required by the contract documents.

The additional drawings and instructions thus supplied will become a part of the contract drawings. The CONTRACTOR shall carry out the work in accordance with the additional detail drawings and instructions.

- Schedule, reports and records

The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the work,

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including dates at which the various parts of the work will be started, estimated date of completion of each part and as applicable.

The dates at which special drawings will be submitted in accordance with the schedule(s) required by OWNER and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the work.

- Drawings and specifications

The intent of the drawings and specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the drawings and specification, the specification shall govern. Figure dimensions on drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the OWNER in writing, who shall promptly correct such inconsistencies or ambiguities in writing.

Work done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

- Shop Drawings

The CONTRACTOR shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The OWNER shall promptly review all shop drawings. The OWNER's approval of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

When submitted for the OWNER's review, shop drawings shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the OWNER. A copy of each approved shop drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site

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and shall be available to the OWNER.

- **Materials, Services and Facilities**

It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Material, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the CONTRACTOR or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required in the contract documents.

- **Inspection and testing of materials**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents

The OWNER shall provide all inspection and testing services not required by the contract documents.

The CONTRACTOR shall provide at the CONTRACTOR's expense the testing and inspection services required by the contract documents. If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the CONTRACTORS, the CONTRACTOR will give the OWNER timely notice of readiness. The CONTRACTOR will then furnish the OWNER with the required certificates of inspection, testing and approval.

Inspections, tests or approvals by the OWNER or others shall not relieve the CONTRACTOR from the obligations to perform the work in accordance with the requirements of the contract documents.

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The OWNER and the OWNER's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered contrary to the written instruction of the OWNER it must, if requested by the OWNER, be uncovered for the OWNER's observation and replaced at the CONTRACTOR's expense. If the OWNER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the OWNER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such work is not found defective, the CONTRACTOR will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

Authorized representatives and agents of the Department of Housing and Urban Development (HUD) and/or the New Jersey Economic Development Authority (NJEDA) shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

- Substitutions

Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the contract documents by referenced to brand name or catalog number, if, in the opinion of the OWNER, such material, article or piece of equipment is of equal substance function to that specified, the OWNER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the contract price or contract time.

- Patents

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The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the OWNER.

- Surveys, permits and regulations

The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the OWNER, unless otherwise specified in the contract documents, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the CONTRACTORS unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the contract documents are at variance therewith, the CONTRACTOR shall promptly notify the OWNER in writing, and any necessary changes shall be adjusted as provided in Section 13 changes in the work.

- Protection of work, property, persons

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR will take all necessary precautions for the safety and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walk pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety

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and Health agency requirements.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The CONTRACTOR will notify OWNERS of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the OWNER, the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the OWNER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

- Supervision by CONTRACTOR

The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR or the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

- Changes in work

The OWNER may at any time, as need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order. Change order shall be used to adjust quantities of installed units which are different than those shown in the bid schedule because of final measurements. Final measurements shall not be considered changes in the work. Final measurements will determine compensation to the CONTRACTOR based on unit price shown in bid schedule.

The OWNER, also, may at any time, by issuing a field order, make changes in the details of the

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work. The CONTRACTOR shall proceed with the performance of any changes in the work so ordered by the OWNER unless the CONTRACTOR believes that such field order entitles the CONTRACTOR to a change in contract price or time or both, in which event the CONTRACTOR shall give the OWNER written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in contract price or time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed change order or further instruction from the OWNER.

- Changes in contract price

The contract price may be changed only by a change order. The value of any work covered by a change order or any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below and in accord with N.J.A.C 5:34-1 et. seq.,

- Correction of work

The CONTRACTOR shall promptly remove from the premises all work rejected by the OWNER for failure to comply with the contract documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the OWNER and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected work within ten (10) days after receipt of written notice, the OWNER may remove such work and store the materials at the expense of the CONTRACTOR.

III. CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Bid Documents, Contract, drawings, Technical Specifications, General Conditions, General Information, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the CONTRACTOR shall, nevertheless, provide same to fulfill the true intent and

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purpose of the specifications.

- **Term of Contract**

This Contract is based upon a contract term of one-year consisting of (2) consecutive one-year options. The award of the two optional one-year extensions shall be exercisable at the sole discretion of the MCMUA. The term is considered to be extended unless the MCMUA provides written notice prior to the expiration of the first year term if it exercises its option to terminate or prior to the written notice prior to the expiration of the second year term if it exercises its option to terminate this contract. The duration of each term of the contract shall commence upon execution of the contract. Prices to be paid to the contractor for each of the two one-year extensions will be based on the price proposal for year one, as adjusted not to exceed the change in the index rate for the 12 months preceding the most recently quarterly calculation available at the time the contract is renewed, in accordance with Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.).

- **Inspection**

The Qualified Purchasing Agent and the OWNER shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The CONTRACTOR shall furnish all reasonable facilities as an aid to the OWNER and safe and convenient means for the examination and inspection of any part of the work.

- **Authority to Withhold Payment**

The Qualified Purchasing Agent or the OWNER, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the MCMUA from loss because of:

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- Damage to another contract, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

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- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Qualified Purchasing Agent. All payments shall be approved by the MCMUA Board at their monthly meeting. Vouchers shall be submitted at least ten (10) days prior to this meeting for inclusion upon the agenda. Only properly executed MCMUA vouchers may be used for payments.

Partial payment shall be made on the basis of a certified and approved estimate of work completed. Two percent (2%) of the amount of each invoice shall be retained by the MCMUA as security for faithful performance and completion of work.

- Term of Contract – Liquidated Damages

The terms of this contract shall be completed within the time specified for completion of the work. The MCMUA reserves the right to extend this term of the contract upon application by the CONTRACTOR providing evidence of circumstances beyond the control of the CONTRACTOR preventing his successful completion of the contract.

In the case the CONTRACTOR shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the CONTRACTOR shall pay to the MCMUA in the sum of five hundred (\$500.00/ day) dollars per day for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the MCMUA will suffer by reason of delay in the completion of the work hereunder which is hereby fixed and agreed as the liquidated damages that the MCMUA will suffer by reason of such delay, and not as a penalty. The MCMUA will deduct and retain out of the monies, which may become due hereunder, the amount of any such liquidated damages.

The successful bidder/ CONTRACTOR shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the MCMUA.

- Scope of work - MCMUA's option to reduce scope of work

The MCMUA has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract.

In such an event, the OWNER shall provide to the CONTRACTOR advance written notice of the change in scope of work and what the OWNER believes should be the corresponding adjusted contract price.

Within five (5) business days of receipt of such written notice, if either is applicable:

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- If the CONTRACTOR does not agree with the OWNERs proposed adjusted contract price, the CONTRACTOR shall submit to the OWNER any additional information that the CONTRACTOR believes impacts the adjusted contract price with a request that the OWNER reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the OWNER shall make a prompt decision taking all such information into account and shall notify the CONTRACTOR of the final adjusted contract price.
- If the CONTRACTOR has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the CONTRACTOR shall be compensated for such work effort according to the applicable portions of its price schedule and the CONTRACTOR shall submit to the OWNER an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the OWNER may request. The OWNER shall make a prompt decision taking all such information into account and shall notify the CONTRACTOR of the compensation to be paid for such work effort.

- Change in law

Whenever a change in applicable law or regulation affects the scope of work, the OWNER shall provide written notice to the CONTRACTOR of the change and the OWNER's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price.

Within five (5) business days of receipt of such written notice, if either is applicable:

- If the CONTRACTOR does not agree with the adjusted contract price, the CONTRACTOR shall submit to the OWNER any additional information that the CONTRACTOR believes impacts the adjusted contract price with a request that the OWNER reconsider the adjusted contract price. The OWNER shall make a prompt decision taking all such information into account, and shall notify the CONTRACTOR of the final adjusted contract price.
- If the CONTRACTOR has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the CONTRACTOR shall be compensated for such work effort according to the applicable portions of its price schedule and the CONTRACTOR shall submit to the OWNER an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the OWNER may request. The OWNER shall make a prompt decision taking all such information into account, and shall notify the CONTRACTOR of the compensation to be paid for such work effort.
- Suspension of work

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The OWNER may, for valid reason, issue a stop order directing the CONTRACTOR to suspend work under the contract for a specific time. The CONTRACTOR shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The CONTRACTOR shall resume work upon the date specified in the stop order, or upon such other date as the OWNER may thereafter direct in writing. The period of suspension shall be deemed added to the CONTRACTOR's approved schedule of performance. The OWNER shall make an equitable adjustment, if any is required, to the contract price. The CONTRACTOR shall provide whatever information that OWNER may require related to the equitable adjustment.

- Changed condition clauses for certain public contracts

N.J.S.A. 40A:11-16.7;

All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c. 317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4)(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

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(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4)(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

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(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3)(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2)(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4)(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

- Delivery requirements

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Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

The CONTRACTOR shall be responsible for the delivery of material in first class condition to the MCMUA's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the contract.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the CONTRACTOR.

- **Applicable Law and jurisdiction**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

- **Contract amendment**

Except as provided herein, the contract may only be amended by written agreement of the MCMUA and the CONTRACTOR.

- **Maintenance of records**

The CONTRACTOR shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the Bid. Such records shall be made available to the MCMUA, including the Comptroller of the State of New Jersey, for audit and review.

- **Assignment of Anti-Trust Claims**

The CONTRACTOR recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the CONTRACTOR, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the MCMUA, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the MCMUA, relating to the particular goods and services purchased or acquired by the MCMUA or any of its political subdivisions or public agencies pursuant to this contract.

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In connection with this assignment, the following are the express obligations of the CONTRACTOR. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.

- It shall advise the Attorney of the MCMUA in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 - Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
 - It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the CONTRACTOR has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney of the MCMUA .

It is understood and agreed that in the event any payment under any such claim or cause of action is made to the CONTRACTOR, it shall promptly pay over to the MCMUA the allotted share thereof, if any, assigned to the MCMUA hereunder.

- Price fluctuation during contract

All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the CONTRACTOR.

Unless otherwise agreed to in writing by the MCMUA all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or CONTRACTOR's price decrease during the contract period, the MCMUA shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

The OWNER must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause pursuant to **SECTION IX TERMINATION OF CONTRACT**.

IV. INSURANCE & INDEMNIFICATION

- Certificate of Insurance

The CONTRACTOR shall provide Certificates of the Required Insurance as listed along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile

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Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the MCMUA as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy it shall be typed on the face or back of the certificate. This insurance shall be maintained in force during the life of this contract by the CONTRACTOR.

The CONTRACTOR, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies with an AM Best Rating of A- or better and licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the MCMUA and the County of Morris. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the MCMUA by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the MCMUA, prior to the commencement of the project. All Certificates of Insurance shall state that the "MCMUA and the County of Morris is an additional insured" for this contract.

- The Contractor must furnish, attached to Certificate of Insurance on your agent's/broker's letterhead, a letter signed by a properly authorized representative of its insurer, agent, or broker which includes the following language.

To The MCMUA & The County of Morris,

We have reviewed the insurance requirements in your Contract Documents for the Mount Arlington Tank Rehabilitation, in response to which the attached insurance certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all the requirements, and should our client be awarded the contract for Mount Arlington Tank Rehabilitation, we shall also provide to the County of Morris, the required endorsements for additional insured, site specific limits of liability, and general aggregate limit, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Contractor).

- INSURANCE REQUIREMENTS
- Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

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- General Liability Insurance

The CONTRACTOR shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each claim and a \$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent CONTRACTORS and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the CONTRACTOR and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the CONTRACTOR and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the MCMUA and the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the MCMUA and the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the MCMUA and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

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- The CONTRACTOR shall assume all responsibility for loss or damage to CONTRACTOR's materials, equipment and machinery involved under the contract.
- The CONTRACTOR shall assume all responsibility to save the MCMUA and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the MCMUA and the County of Morris is carried as "an additional insured" for the purposes of the contract and shall include Form CG 2010 and CG 2037 or its equivalent as determined solely by the MCMUA and the Morris County Risk Manager.

- **Indemnification**

The CONTRACTOR shall indemnify and hold harmless the MCMUA, the County of Morris, the Board of Chosen Freeholders, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the CONTRACTOR's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the CONTRACTOR) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the MCMUA, the County of Morris, the Board of Chosen Freeholders, their employees, agents and servants by any employees of the CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under worker's compensation acts, disability benefit acts or other employee benefit acts.

V. STATUTORY AND OTHER REQUIREMENTS

- The CONTRACTOR shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625

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If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the MCMUA prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the MCMUA, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- **Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq. & N.J.A.C 17:27*.

- **Construction Contracts**

After notification of award, but prior to signing of the contract, the CONTRACTOR shall submit to the Public Agency Compliance Officer and the Division by the Division for distribution to and completion by the CONTRACTOR, in accordance with N.J.A.C. 17:27-7. The CONTRACTOR also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer.

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

- **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the MCMUA harmless.

- **Davis Bacon and Related Act and NJ Prevailing Wage Act**

All laborers and mechanics employed by construction CONTRACTORS or subcontractors under contract in excess of \$2,000 financed in whole or in part with grants or loans under the CDBG/DR Program shall be paid wages at rates not less than those prevailing on similar construction.

The Davis-Bacon Act as amended (40 U.C.S. 276(a)- et. seq.,) applies to the rehabilitation of residential property only if such property equals or exceeds eight units.

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- Prevailing Wage

Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public work construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the CONTRACTOR or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the CONTRACTOR or his subcontractors have been paid less than required, then the MCMUA may terminate the CONTRACTOR's or subcontractor's right to proceed with the work. The CONTRACTOR or his subcontractors and their sureties would be liable to the MCMUA for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the CONTRACTOR and subcontractors and the wage records for the contract shall be accessible to the MCMUA and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The CONTRACTOR and his subcontractors shall be required to submit a certified payroll record to the MCMUA within ten (10) days of the payment of the wages. The CONTRACTOR is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The CONTRACTOR shall submit said certified payrolls in the form set forth in N. J.A.C. 12:60-6.1(c). It will be the CONTRACTOR's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

CONTRACTOR and his subcontractors are required to provide a certification as to the required wages then due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or the MCMUA is satisfied that the wages will be paid with the receipt of the final payment.

- Labor Employment Wage hours and Discrimination

The CONTRACTOR shall familiarize himself and comply with all Federal, State and Municipal laws, by-laws, ordinances and other regulations which in any manner affect those engaged or employed in the work, the materials or equipment to be used or that in any way affect the conduct of the work or the equipment and/or materials to be furnished. No pleas of misunderstanding will be considered on account of ignorance thereof.

- Social Security Act

The CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contribution or taxes for Social Security; Unemployment Insurance, or

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old age Retirement Benefits, Pensions or Annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the CONTRACTOR on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save harmless the County of Morris and MCMUA from any such contributions or taxes or liability thereof.

- Copeland Act

The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. CONTRACTORS and subcontractors are required to submit appropriate weekly compliance statements and payrolls to the CONTRACTORS, subcontractors, borrower, and/or sub-recipients.

- Contract Work Hours and Safety Standards Act.

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) provides that laborers or mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in any work week. In the event of violations, the CONTRACTOR or subcontractor shall be liable to any affected employee for his unpaid wages.

All CONTRACTORS, subcontractors, borrower, and/or sub-recipients are required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

- Stockholder Disclosure

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

- The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Safety Data

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Sheets (SDS) - hazardous substance fact sheet- must be furnished.

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- Safety & Protection

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The CONTRACTOR will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes:

- TITLE 40A, Chapter 11, Local Public Contract Law

- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of the maximum working day.

- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of Liens

Prior to the final payment the CONTRACTOR shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied through the receipt of the final payment.

- Public Works CONTRACTOR Registration Act

All CONTRACTORS and subcontractors must register with the Department of Labor prior to bidding or engaging on certain public works contracts (construction, reconstruction, demolition, alteration repair or maintenance of a public building regularly open to and used by the general public or a public institution). A copy of this registration must be provided with any bid proposal or prior to award of contract indicating at time of bid opening the registration was valid.

- New Jersey Business Registration Certification

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All CONTRACTORS and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided with the proposal for their bid to be accepted. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the CONTRACTOR and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The CONTRACTOR shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the CONTRACTOR. Before final payment is made the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. For the term of the contract, the CONTRACTOR and each of its affiliates and a subcontractor and each of its affiliates, which is defined at N.J.S.A. 52:32-44(g)(3) shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission.

The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Standards prohibiting conflicts of interest –

The following prohibitions on CONTRACTOR activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive

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Commission on Ethical Standards.

- No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 13013g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

- Notice to all CONTRACTORS set-off for State Tax Notice

Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation.

The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for

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protests established under R.S. 54:49-18.

No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- **MacBride Principles**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

- **NJUCC, latest NEC70, International Building Code N.J. edition 2015**

State law requiring mandatory compliance by CONTRACTORS under circumstances as set forth in law or based on the type of contract. State law requiring mandatory compliance by CONTRACTORS under circumstances as set forth in law or based on the type of contract. BUILDING SUBCODE (N.J.A.C. 5:23-3.14) International Building Code/2015, NJ ed (IBC w/ NJ edits from 3.14) Other referenced I-Codes (IFC/2015; ISPSC/2015; etc.) Other referenced ICC Standards (ICC/ANSI A117.1-2009; ICC 300-2012; etc.), OSHA and all applicable codes for this requirement. The CONTRACTOR shall be responsible for securing and paying all necessary permits, where applicable. The CONTRACTOR shall be responsible for securing and paying all necessary permits, where applicable.

- **Billing cycles and Alternative Dispute Resolutions in accord with New Jersey Prompt Pay Law**

Billing date – The “billing date” will be defined as the date upon which the bill was received by the MCMUA. If a fixed billing date is missed by the MCMUA the bill will be deferred to the next bill list cycle in accord with N.J.S.A 40A:5-17. All bills are approved by the governing body of the MCMUA on dates as advertised in accordance with New Jersey Open Public Meetings Act N.J.S.A 10:4-6

At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the Qualified Purchasing Agent or MCMUA (hereinafter referred to as “OWNER”), a partial payment estimate filled out and signed by the CONTRACTOR covering the work performed during the period covered by the partial payment estimate and supported by such data as the OWNER may reasonably require.

The Qualified Purchasing Agent or OWNER will, within ten (10) days after receipt of each

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partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate.

The OWNER will, within ten (10) days of presentation of an approved partial payment estimate pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 2% of said estimate until completion and acceptance of the work. The 2% retainage may be reduced by change order if completion and acceptance of the work is delayed due to valid circumstances and the work is usable for its intended purpose by the OWNER. If reduction in the retainage is approved the remaining retainage shall be an amount sufficient to complete the work.

The request for payment may also include an allowance for the cost of major materials and equipment which are suitable stored either at or near the site. Payment does not relieve the CONTRACTOR of his responsibility for the safe keeping of this material and equipment.

Prior to completion and acceptance of the work, the OWNER, with approval of the OWNER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the OWNER.

Upon completion and acceptance of the work, the OWNER shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the CONTRACTORS, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the work. The OWNER's certificate of acceptance will be on the document "Consultant's Certification for Acceptance and Final Payment".

The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material, men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The CONTRACTOR shall, at the OWNER's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities

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have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR's Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the contract documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- Acceptance of final payments as release

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically accepted by the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the contract documents or the Performance and Payment Bonds.

- Disputes over billing

All disputes over billing and payment cycles shall be resolved as outlined within Section VIII Dispute Resolution of this document.

- **Paving Contracts executed** after May 1, 2010 allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon [2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03](#) and is current with the requirements of the Local Public Contracts Law at [N.J.S.A. 40A:11-13](#).

The law requires that **PAVING CONTRACTS** involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a [web site of index rates for asphalt and fuel](#) that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

- **Requirements for New Jersey State Comptroller**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the CONTRACTOR shall maintain all documentation related to

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products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

VI. SUBCONTRACTING AND ASSIGNMENT

- Subcontracting:

The CONTRACTOR may not subcontract other than as identified in the CONTRACTOR's proposal without the prior written consent of the MCMUA. Such consent, if granted in part, shall not relieve the CONTRACTOR of any of his/her responsibilities under the contract, nor shall it create privity of contract between the MCMUA and any subcontractor. If the CONTRACTOR uses a subcontractor to fulfill any of its obligations, the CONTRACTOR shall be responsible for the subcontractor's:

(a) Performance;

(b) Compliance with all of the terms and conditions of the contract; and

(c) Compliance with the requirements of all applicable laws.

Assignment: The CONTRACTOR may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the MCMUA.

- No contractual relationship between subcontractors and the MCMUA.

Nothing contained in any of the contract documents, including the Bid and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the MCMUA.

- Mergers and Acquisitions

If, during the term of this contract, the CONTRACTOR shall merge with or be acquired by another firm, the CONTRACTOR shall give written notice to the OWNER as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition.

The CONTRACTOR shall provide such documents as may be requested by the OWNER, which may include but need not be limited to the following: corporate resolutions prepared by the awarded CONTRACTOR and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the CONTRACTOR's partnership, Limited

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Liability Company, Limited Liability Partnership, Professional Corporation, or Corporation shall dissolve, the OWNER must be so notified. All responsible parties of the dissolved business entity must submit to the OWNER in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the OWNER.

VII. LABOR STANDARDS CONTRACT REQUIREMENTS

- Explanatory Notes

The word “employer” as used below refers to the project CONTRACTOR, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance are required to be sent to the recipient for review (all to be submitted through the project CONTRACTOR).

The delivery procedures are as follows:

- Each lower-tier subcontractor, after careful review, submits required documents to the respective subcontractor.
- Each subcontractor, after checking his/her own and those of each lower-tier subcontractor he/she may have, submits required documentation to the CONTRACTOR.
- The CONTRACTOR, after reviewing all payrolls and other documentation, including his/her own, and correcting violations where necessary, submits all to the recipient. All employers should ensure each of the following statements are true. If any statement is not true, the CONTRACTOR or his/her representative should contact the recipient for special guidance.
- Before construction begins each employer has:
 - Not been debarred or otherwise made ineligible to participate in any federal or federally-assisted project.
 - Received appropriate contract provisions covering labor standards requirements.
 - Reviewed and understands all labor standards contract provisions.
 - Received the wage decision as part of the contract.
 - Requested through the recipient and received the minimum wage for each classification to be worked on the project not included on the wage decision by the additional classification process and before allowing any

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such trades(s) to work on the project.

- Requested and received certification of his/her apprenticeship program from the Federal Bureau of Apprenticeships and submitted a copy of an Apprenticeship Standards/Apprenticeship Joint Approval form to the recipient prior to employment.
- At the construction start the CONTRACTOR has:
 - Notified recipient of construction start date in writing.
 - Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):
 - Wage Determinations (State and Federal)
 - Notices to Employees (WH1321) Employee Rights under Davis-Bacon Act signage
 - Safety & Health Protection on the Job (DOL)
 - Before assigning each project worker to work, has obtained worker's name, best mailing address, and Social Security Number.
 - Has obtained a copy of each apprentice's certificate with the apprentice's registration number and his/her year of apprenticeship.
 - Has informed each worker of:
 - His/her work classification (journeyman or job title) as it will appear on the payroll.
 - His/her duties of work.
 - The US Department of Labor's requirement on this project that he/she is either a journeyman, apprentice, or laborer
 - If journeyman, he/she is to be paid journeyman's minimum wage rate or more;
 - If apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or
 - If laborer, he/she is to do laborer's work only - not use any tool or

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tools of the trade and not perform any part of a journeyman's work and is to be paid the laborer's minimum wage rate or more.

- Understands the requirements that each laborer or mechanic who performs work on the project in more than one classification and paid at the highest wage rate applicable to any of the work which he/she performs unless the following requirements are met:
 - Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the worker.
 - The payroll shall show the hours worked in each classification and the wage rate paid for each classification.
 - The payroll shall be signed by the workmen or a signed copy of the daily time record shall be attached thereto.
- Informed each worker of his/her hourly wages (not less than the minimum wage rate for his/her work as stated in the Wage Decision).
- Time and a half for all work over 8 hours in any day or over 40 Hours in any work week (See Contract Work Hours Safety Standards Act).
- Fringe Benefits, if any (See Wage Decision for any required).
- Deductions from pay.
- Has informed each worker that he/she is subject to being interviewed on the job by the recipient, NJ EDA, NJ Department of Labor, or US Government Inspector, to confirm that his/her employer is complying with all labor requirements.
- Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.
- During Construction each employer:
 - Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, nor dismissed any project worker because of race, color, religion, sex, or national origin.
 - Has employed all registered apprentices referred to him/her

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through normal channels up to the ratio of apprentice to journeyman in each trade used by the employer.

- Will maintain basic employment records accessible to inspection by the recipient, Economic Development Authority, Department of Labor, or US Government Inspector.
- Is complying with all health and safety standards.
- Has paid all workers weekly.
- Has submitted weekly payrolls, prepared on recommended Form WH347 or comparable form. Some employers place all project workers on Payroll Form WH-347. The recipient does not review those project workers listed on the payroll who perform work which is descriptive of any of the following job titles which are exempt from labor requirements:
 - Project Superintendent
 - Project Engineer
 - Supervisory Foreman (Less than 20% of time as a working foreman)
 - Messenger
 - Clerical Workers
 - Timekeepers
 - Payroll Clerks
 - Bookkeepers
- Any alternate payroll form should be cleared with EDA before employer starts work on the project. A project printout by computer, for example, is acceptable provided all data shown and required on the front and back of Payroll Form WH-347 is on, or included with, payroll submitted to recipient.
- Apprentice. If the worker is an apprentice, his/her registration number and year of apprenticeship is included in this column the first time the apprentice's name appears on the payroll.
- Split Classification. If the worker has performed more than one class of work during the work week, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll.
- Accurate daily time records show the exact hours of work performed daily in each class of work and are signed by the affected worker.

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- Average Pay of Two Classes of Work Not Accepted. The employer shall not pay a “semijourneyman” or semi-skilled laborer the average of journeyman’s and laborer’s rates. The actual hours each worker uses tools of trade (journeyman) and each hour he/she does not use tools of trade (laborer) must be recorded on the payroll.
- Helper. The work classification of “helper” is not accepted by the EDA, unless included in the Wage Decision issued by the Department of Labor for the project. Any employee listed as “helper” in absence of such classification in the Wage Decision must be paid the journeyman’s rate for hours he/she uses tools of the trade.
- Apprentices. If a copy of the apprentice’s registration certificate has not been submitted to recipient by employer (through CONTRACTOR), apprentice must be paid journeyman’s rate.
- Weekly Payroll Review. Each employer has promptly reviewed the weekly payroll for compliance with all labor requirements (using this check list) and made necessary corrections.
- Each Lower-Tier Subcontractor has submitted his weekly payroll or “no work” letter to the respective subcontractor for the subcontractor to have received within 3 calendar days from the last date of the work week. Each subcontractor has received a payroll or “no work” letter from each and his/her own payroll, required necessary corrections, and submitted all of such payrolls to the CONTRACTOR within 5 calendar days from the last date of the workweek.
- CONTRACTOR has received a payroll or “no work” letter from each Subcontractor, monitored each including his/her own payroll, required necessary corrections, and collectively submitted them to the recipient within 7 work days of the last date of the respective work week. Must be original blue-ink signatures for submission to the EDA to be in compliance.
- After Project Completion

Each Employer will keep all weekly payrolls on the project for 3 years after the CONTRACTOR’s project completion date.

The following shall be additional requirements when the issuance of a bid involves the governance of added State and Federal Regulations as part of any Community Development Block Grant (CDBG).

Where in conflict with other provisions of this document the provisions as contained within this section will supersede other requirements of this Bid.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above \$10,000)

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

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- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity and national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientations, gender identity or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a

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means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. When the CONTRACTOR, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Home Plan approved by

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the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in compliance with the provisions of any such Home Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The CONTRACTOR shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The

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CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement have not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the

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time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (8) Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORs and Subcontractors with whom the CONTRACTOR does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORs and suppliers, including circulation of solicitation to minority and female CONTRACTOR associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

H. CONTRACTORs are encouraged to participate in voluntary associations which assist in

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fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR's non-compliance.

- I. A single goal for minorities and a separate single goal for women has been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race,

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sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORs shall not be required to maintain separate records.

- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION (applicable to contracts and subcontract over \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction work in the covered area, are as follows:

- Goals for minority participation: (see table below per N.J.A.C 17:27-7.2)
- Goals for female participation: 6.9%

These goals are applicable to all the CONTRACTOR's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the CONTRACTOR performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the CONTRACTOR also is subject to the goals for both its federally involved and non-federally involved construction. The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with

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the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

COUNTY	MIN. GOAL (%)	COUNTY	MIN. GOAL (%)
Atlantic	18	Middlesex	24
Bergen	22	Monmouth	15
Burlington	15	Morris	16
Camden	19	Ocean	7
Cape May	5	Passaic	36
Cumberland	27	Salem	10
Essex	53	Somerset	20
Gloucester	9	Closter	4
Hudson	60	Union	45
Hunterdon	3	Warren	5
Mercer	30		

- C. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, county, and city, if any):

4. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment

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areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. CIVIL RIGHTS

The CONTRACTOR shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, national origin, disability, age, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract

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certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (applicable to contracts and subcontracts over \$10,000)
- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The CONTRACTOR agrees to take affirmative

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action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The CONTRACTOR agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be

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denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (applicable to contracts and subcontracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt CONTRACTORS and subcontractors shall furnish to the OWNER, the following:

- A. A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- 3. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead-Based Paint Hazards (include in contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The CONTRACTOR and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of

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said regulations. The OWNER will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe all local, state and federal laws in purchasing and handling explosives. The CONTRACTOR shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The CONTRACTOR shall notify all OWNERS of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the CONTRACTOR or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The CONTRACTOR shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the CONTRACTOR fails or neglects to take such precautions, the OWNER may have such lights and barricades installed and charge the cost of this work to the CONTRACTOR. Such action by the OWNER does not relieve the CONTRACTOR of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93- 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain

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and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of New Jersey, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of New Jersey and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. CONTRACTORS shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The CONTRACTOR shall hold and save the OWNER and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the CONTRACTOR.
- C. If the CONTRACTOR uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the OWNER of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONTRACTOR for copyright

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purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the OWNER and all such rights shall belong to the OWNER.

21. TERMINATION FOR CAUSE

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the OWNER, become the OWNER's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the CONTRACTOR, and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the OWNER from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

The OWNER may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of New Jersey.
- B. The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative

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to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the OWNER.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the CONTRACTOR shall take or cause to be taken, such additional safety and health measures as the OWNER may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or the CONTRACTOR's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

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The OWNER may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation which are mutually agreed upon by and between the OWNER and the CONTRACTOR, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the OWNER provided that claims for money due or to become due the CONTRACTOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.

33. INTEREST OF CONTRACTOR

The CONTRACTOR covenants that he presently has no interest and shall not acquire any

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interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER.

38. LOBBYING

The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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39. FEDERAL LABOR STANDARDS PROVISIONS

The CONTRACTOR shall abide by the requirements of the Federal Labor Standards Provisions (HUD4010)

VIII. DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the MCMUA from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the MCMUA, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the MCMUA and CONTRACTOR shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Qualified Purchasing Agent, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.
- In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the MCMUA, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
- Nothing herein shall be construed to prevent the MCMUA and CONTRACTOR from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the MCMUA from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes which involve the CONTRACTOR's performance or lack thereof

IX. TERMINATION OF CONTRACT

- 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

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this contract, the MCMUA 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 MCMUA of any obligation for balances to the CONTRACTOR of any sum or sums set forth in the contract.

- Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the MCMUA for damages sustained by the MCMUA by virtue of any breach of the contract by the CONTRACTOR and the MCMUA may withhold any payments to the CONTRACTOR for the purpose of compensation until such time as the exact amount of the damage due the MCMUA from the CONTRACTOR is determined.
- The CONTRACTOR agrees to indemnify and hold the MCMUA 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 MCMUA under this provision.
- In case of default by the successful bidder, the MCMUA may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The MCMUA shall have the right to declare the Contract in default in any of the following eventualities:
 - The CONTRACTOR becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the CONTRACTOR.
 - The CONTRACTOR makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - The CONTRACTOR fails to commence work when notified to do so by the Qualified Purchasing Agent or the OWNER.
 - The CONTRACTOR shall abandon the work.
 - The CONTRACTOR shall refuse to proceed with the work when and as directed by the Qualified Purchasing Agent or the OWNER.
 - The CONTRACTOR shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Qualified Purchasing Agent or the OWNER, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Qualified Purchasing Agent or OWNER.
- The CONTRACTOR shall sublet, assign, transfer, convey or otherwise dispose of this Contract

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other than as herein specified.

- A receiver or receivers are appointed to take charge of the CONTRACTOR's property or affairs.
- The Qualified Purchasing Agent or OWNER shall be of the opinion that the CONTRACTOR is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary subcontractors, or the placing of necessary material and equipment orders.
- The Qualified Purchasing Agent or OWNER shall be of the opinion that the CONTRACTOR is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
- The work is not completed within the time herein provided therefore or within the time to which the CONTRACTOR may be entitled to have such completion extended.

Before the MCMUA shall exercise its right to declare the CONTRACTOR in default by reason of the conditions set forth above, the CONTRACTOR shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the CONTRACTOR a notice, signed by the Qualified Purchasing Agent, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The MCMUA, after declaring the CONTRACTOR in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the MCMUA shall deem advisable, utilizing for such purposes any of the CONTRACTOR's or Subcontractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the MCMUA shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the CONTRACTOR, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the MCMUA shall be charged against and deducted from such monies as would have been payable to the CONTRACTOR, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the CONTRACTOR without interest after such completion. Should the expense of such completion, so certified by the MCMUA, exceed the total sum which would have been payable under this contract if the same had been completed by the CONTRACTOR,

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any such excess shall be paid by the CONTRACTOR to the MCMUA upon demand.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the MCMUA reserves the right to cancel this contract.
- For Convenience

Notwithstanding any provision or language in this contract to the contrary, the MCMUA may terminate this contract at any time, in whole or in part, for the convenience of the MCMUA upon no less than ten (10) days written notice to the CONTRACTOR.

X. OTHER PROVISIONS

- Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the CONTRACTOR shall:
 - Not use or disclose protected health information other than as permitted or required by law
 - Use appropriate safeguards to protect the confidentiality of the information
 - Report any use or disclosure not permitted
- The CONTRACTOR, by execution of the contract, shall thereby indemnify and hold the OWNER harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the CONTRACTOR to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.
- The OWNER shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the OWNER to the successful bidder (CONTRACTOR) for the purpose of assisting the CONTRACTOR in the performance of this contract. None of the documents and/or property shall, without the written consent of the OWNER, be disclosed to others or used by the CONTRACTOR or permitted by the CONTRACTOR to be used by their parties at any time except in the performance of the resulting contract.
- The CONTRACTOR shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the OWNER. Any information supplied to the OWNER may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- Under state and federal statutes, certain government records are protected from public disclosure. The OWNER, the CONTRACTOR and any subcontractors have a responsibility and an

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obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All personnel and health insurance related files are confidential. Additionally, the CONTRACTOR and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The OWNER retains the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The CONTRACTOR and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the OWNER.

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IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Director, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

MCMUA

VENDOR NAME

MORRIS COUNTY MUA

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

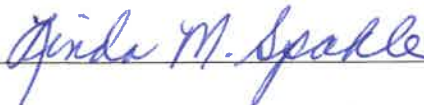
Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Business Name (Print): Shauger Property Services, Inc.

Representative's Name (Print): Linda M. Spahle

Representative's Title: Acting Secretary

Representative's Signature:



Phone: 973-676-2100

Date: 3/27/2025

MORRIS COUNTY MUA

New Jersey Anti-Discrimination

Pursuant to N.J.S.A. 10:2-1:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Business Name (Print): Shauger Property Services, Inc.

Representative's Name (Print): Linda M. Spahle

Representative's Title: Acting Secretary

Representative's Signature: 

Phone: 973-676-2100

Date: 3/27/2025

MORRIS COUNTY MUA

Statement of Ownership Disclosure

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information with the bid is cause for automatic rejection of the bid or proposal.

Name of Organization: Shauger Property Services, Inc.

Organization Address: 429 Dodd Street, East Orange, NJ 07017

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Lisa Shauger (100%)	10 Meadow Lane, Roseland, NJ 07068

MORRIS COUNTY MUA

Statement of Ownership Disclosure

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. **The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Morris County Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Morris County Municipal Utilities Authority** to notify the **Morris County Municipal Utilities Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Morris County Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Linda M. Spahle	Title:	Acting Secretary
Signature:		Date:	3/27/2025

MORRIS COUNTY MUA

Corporate Acknowledgement

STATE OF New Jersey)
COUNTY OF Essex) SS:

On this 27th day of March in the year 20 25, before me personally came
and appeared
Linda M. Spahle

to me known, who, being by me duly sworn, did depose and say, that he resides at
1480 Pleasant Valley Way #52, West Orange, NJ 07017

That he is the
Acting Secretary
(principle executive officer or duly authorized representative)

of
Shauger Property Services, Inc.

the Corporation described in and which executed the foregoing instrument; that he knows the seal of
said Corporation; that one of the impressions affixed to said instrument in an impression of such
seal, that it was so affixed by order of the Board of Directors of said Corporation, and he signed his
name thereto by like order.

(Seal)

[Signature]
Notary Public

Morris County, State NJ

RECEIVED IN

MAR 25 2025

ACCOUNTING

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Partnership or LLP

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____ in the year 20____, before me personally came

and _____ appeared

to me known, who, being by me duly sworn, did depose and say, that he is the:

_____ of the
(general partner or duly authorized representative)

firm of: _____

described in and which executed the foregoing instrument by and with the consent of all partners and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Notary Public
_____ County, State

MORRIS COUNTY MUA

Acknowledgement of Contractor, if an Individual

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____ in the year 20____, before me personally
came and appeared

to me known, who, being by me duly sworn, did depose and say, that he is the person described in
and who executed the foregoing instrument and acknowledged to me that he executed the same.

(Seal)

Notary Public _____ County, State

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me personally came

and _____ appeared

to me known, who, being by me duly sworn, did depose and say, that he is the:

_____ of the
(Managing Member of LLC or duly authorized representative)

firm of: _____

described in and which executed the foregoing instrument by and with the consent of all partners and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Notary Public
_____ County, State

MORRIS COUNTY MUA

Certified Copy of Resolution of Board of Directors

Shauger Property Services, Inc.

(Name of Corporation)

RESOLVED that Linda M. Spahle, Acting Secretary
(Person Authorized to Sign) (Title)

of Shauger Property Services, Inc. be authorized to sign and submit the Bid of this
(Name of Corporation)

Corporation for the following project:

BID # 2025-W01 EMERGENCY AND ON-CALL SERVICES

The foregoing is a true and correct copy of the Resolution adopted by

Shauger Property Services, Inc. at a meeting of its Board of Directors

held on the 27th day of March, 20 25.

By Linda M. Spahle

Title Linda M. Spahle, Acting Secretary

(SEAL)

This form must be completed if the Bidder is a Corporation.

MORRIS COUNTY MUA

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, the Morris County Municipal Utilities Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Morris County Municipal Utilities Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Morris County Municipal Utilities Authority prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Morris County Municipal Utilities Authority a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Morris County Municipal Utilities Authority a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

MORRIS COUNTY MUA

State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM BRC(08-01)		

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

MORRIS COUNTY MUA

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

**P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

LS

MORRIS COUNTY MUA

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Offeror: Shauger Property Services, Inc.

- ☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____ Relationship to Bidder/Offeror: _____


Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Town/ Township/ Borough/Government Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCMUA to notify the MCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Morris County Municipal Utilities Authority, New Jersey and that the MCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Linda M. Spahle

Signature: 

Title: Acting Secretary

Date: 3/27/2025

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am Linda M. Spahle, Acting Secretary

of the firm of Shauger Property Services, Inc.

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: *Linda M. Spahle*

Subscribed and sworn to before me this 27th day of March, 20 25

Print Name of Affiant: Linda M. Spahle, Acting Secretary

Notary Public of *Deborah K. Lamorticella*

My commission expires *9/24/28*



MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

AFFIDAVIT OF NON-DEBARRED STATUS

STATE OF NEW JERSEY)
) SS:
COUNTY OF Essex)

I, Linda M. Spahle of the City/Town of

West Orange, in the County of Essex

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

I am Linda M. Spahle, a Acting Secretary
(Name) (Title, Position, etc.)

of Shauger Property Services, Inc., the Bidder
(Name of Firm, Company or Corporation)

making the Bid for the Morris County Municipal Utilities Authority and that I executed the said Bid with full authority so to do; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and all statements contained in said Bid and in this affidavit are true and correct and made with the full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Bid and in the Statements contained in this affidavit in awarding Contract for said project.

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

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

Linda M. Spahle
(Signature of Bidder)

Linda M. Spahle, Acting Secretary

(Printed or Typed Name & Title of Bidder)
429 Dodd Street, East Orange, NJ 07017

(Address of Bidder)

(Seal if Corporation)

MORRIS COUNTY MUA

Non-Debarment Certification – Federal Level

CERTIFICATION THAT BIDDER AND ALL ITS AFFILIATES ARE NOT DEBARRED AT THE FEDERAL LEVEL FROM CONTRACTING WITH ANY FEDERAL GOVERNMENT AGENCY

STATE OF NEW JERSEY

SS

COUNTY OF Essex

I, Linda M. Spahle of the City of West Orange
in the County of Essex and the State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am Acting Secretary, an officer of the firm of
Shauger Property Services, Inc. and that I executed and submitted the within bid with full
authority to do so that said bidder and any affiliate¹ of the bidder at the time of making of this bid, is not
debarred at the federal level from contracting with a federal government agency; and that all statements
contained in said bid and in this certification are true and correct, and made with the full knowledge that
The Morris County Municipal Utilities Authority as local unit relies upon the truth of the statements
contained in the bid and in the statements contained in this certification in awarding the contract for the
work to be performed.

The undersigned further warrants that should the name of the bidder making this bid or any affiliate of the
bidder or any successors of the same become debarred from contracting with any federal government
agency or appear on the federal System for Award Management at any time prior to, and during the life of
the contract, including the guarantee period, that the Morris County Municipal Utilities Authority shall be
immediately notified of such debarment.

The undersigned understands that any natural person, company, firm, association, corporation, or other
entity and any affiliate of the same that is debarred at the federal level from contracting with a federal
government agency shall be debarred from contracting for any public work in this State.

Shauger Property Services, Inc., 429 Dodd Street, East Orange, NJ 07017

(Insert Name and Address of Contractor)

Linda M. Spahle

(Insert Name and Title of Affiant)

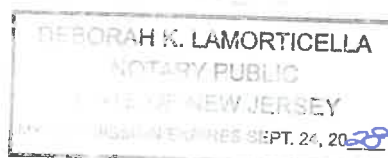
Acting Secretary

Subscribed and sworn

before me this 27th day
of March 20 25

Notary Public of [Signature]
My commission expires 9/24, 2028

¹ An "affiliate" is defined to mean any entity that (1) directly, indirectly, or constructively controls another entity,
(2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common
entity. Any entity controls another entity if it owns, directly or individually, more than 50% of the ownership
interest in that entity.



MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number: 2025-W01	Solicitation Title: Emergency and On-Call Services
Bidder's Name and Address: Name Shauger Property Services, Inc. Address 429 Dodd Street City East Orange State NJ Zip Code 07017	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☒ **If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

☐ **If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:


(Signature) Linda M. Spahle

Acting Secretary
(Title)

3/27/2025
(Date)

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN BID STANDARD TERMS AND CONDITIONS)		Solicitation No.: 2025-W01
NOTE: If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive.		Solicitation Title: Emergency and On-Call Services
Bidder's Name and Address: Shauger Property Services, Inc. 429 Dodd Street East Orange, NJ 07017		Bidder's Telephone No.: 973-676-2100
		Bidder's Contact Person: Matthew P. Mulligan President of Operations
INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.		
SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
Peter Hywel Plumbing & Heating, Inc 51 Woodland Road, Ringwood, NJ 201-358-9848 Tax ID# 223541355 c #36BI00966700	Connections to meter/ Inspections	To be determined

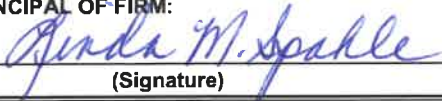
MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to Morris County Municipal Utilities Authority upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the Authority will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

	Linda M. Spahle, Acting Secretary	3/27/2025
(Signature)	(Title)	(Date)

Certificate Number
624665

Registration Date: 06/10/2024
Expiration Date: 06/09/2026



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

PETER HYWEL PLUMBING & HEATING, INC.

Responsible Representative(s):

Peter Hywel, President

A handwritten signature in black ink, appearing to read "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Notice of Classification

From: cclass@treas.state.nj.us

To: hywelplumbing@yahoo.com

Date: Monday, February 26, 2024 at 07:53 AM EST

PETER HYWEL PLUMBING & HEATING, INC.
51 WOODLAND ROAD
RINGWOOD , NJ 07456

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$5,000,000	C030 -PLUMBING license #: 36BI00966700	03/19/2024	03/18/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PETER HYWEL PLUMBING & HEATING, INC.

Trade Name:

Address: 51 WOODLAND RD.
RINGWOOD, NJ 07456

Certificate Number: 0115701

Effective Date: October 07, 1997

Date of Issuance: June 12, 2012

For Office Use Only:

20120612090302837

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

HAS LICENSED

Peter M. Hywel
T/A PETER HYWEL PLBG & HTG INC
51 Woodland Road
Ringwood NJ 07456

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

06/14/2023 TO 06/30/2025

VALID

36BI00966700
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

MORRIS COUNTY MUA

Bid Security Statement

This Bid is accompanied by bid security either in the form of a certified check on the

_____ Bank of _____

in the amount of _____

Dollars or a Bid Bond in the amount of Ten Percent of Bid NTE Twenty Thousand Dollars

Dollars guaranteed by the undersigned as Bidder and Swiss Re Corporate Solutions America Insurance Company

as Surety. This Bid is also accompanied by a Consent of Surety for Performance and Payment Bond in accordance with the conditions in the Bid Documents.

The Bidder hereby agrees that if this Bid shall be accepted by the MCMUA and the Bidder fails to execute and deliver the Contract and Contract bonds in accordance with the terms of this Bid and the requirements of the foregoing Information for Bidders and Requirements of Bid, then the Bidder shall be deemed to have abandoned the Contract and forfeited the bid security and there-upon the Bid and its acceptance shall be null and void.

Shauger Property Services, Inc.
(Name of Firm or Individual)

Linda M. Spahle, Acting Secretary
(Title)

Linda M. Spahle
(Signature)

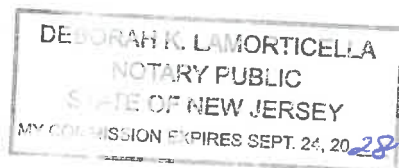
3/27/2025
(Date)

Subscribed and sworn to before me this

27th day of March, 20 25

Deborah K. Lamorticella
Notary Public of

My Commission expires 9/24, 20 28



MORRIS COUNTY MUA

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, Hereinafter called the Principal, as Principal, and the _____
_____ of _____ a corporation duly organized
under the laws of the State of _____, hereinafter called the Surety, as Surety are held and
firmly bound unto _____ hereinafter called the Obligee, in the
sum of _____ Dollars, (\$ _____) for the payment of
which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid and give bond or bonds as may be
specified in the Bid Documents with good and sufficient surety for the faithful performance of such
Contract and the prompt payment of labor and material furnished in the prosecution thereof, then this
obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20 _____. In the presence of:

(Principal) (SEAL)

(Witness)

(Title)

(Surety) (SEAL)

(Witness)

(Title) (SEAL)

ATTACHED WITH
CONSENT OF SURETY

MORRIS COUNTY MUA

Performance Bond & Payment

BOND NUMBER _____

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

That we, the undersigned, _____

_____ as Principal, and _____, a

corporation of the State of _____ and

authorized to do business in the State of New Jersey, as Surety, are hereby held and firmly bound unto

_____ as Oblige, in the penal sum of _____

dollars \$ _____ (equal to the

annual value of the Contract as set forth in the Notice to Proceed) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named

Principal did on the _____ day of _____, 20____, enter a contract with _____, which contract is made part of this bond the same as though set forth herein:

MORRIS COUNTY MUA

Performance Bond & Payment

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions of additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anyway effect the obligation of said Surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond is given in compliance of the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A: 44-147, both inclusive and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____

day of _____, 20_____.

(SEAL)

(Surety)

(SEAL)

(Attorney-in-fact)

Form of Bid Bond

_____, Hereinafter called the Principal, as Principal, and the _____

WHEREAS, The Principal has submitted a bid for Bid # 2025-W01 Emergency and On-Call Services

Sandra A. Pace (SEAL)
(Title) Sandra A. Pace, Attorney-in-Fact

MORRIS COUNTY MUA


Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount, prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.


In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 27th day of March, 2025

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

Swiss Re Corporate Solutions America Insurance Corporation

By 
Surety Company Sandra A. Pace
Attorney-in-Fact Attorney-in-Fact

Attest:


Lindsay Danielson, As to Surety

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF New Jersey)
) SS:
COUNTY OF Morris)

On this 27th day of March in the year 20 25 before me personally came
Sandra A. Pace to me known, who being by me duly sworn, did depose

and say, that he resides in Whippany, NJ,

that he is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed

by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

Giuseppina Watkins

CONTRACTOR ACKNOWLEDGMENT

STATE OF New Jersey)
) SS:
COUNTY OF _____)

GIUSEPPINA WATKINS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 28, 2029
COMMISSION: #50222354

On this 27th day of March in the year 20 25, before me personally
came Linda M. Spahle to me known, who being by me duly

sworn, did depose and say, that he resides in West Orange, NJ; that he is the

Acting Secretary of Shauger Property Services, Inc., the

Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

Deborah K. Lamorticella

DEBORAH K. LAMORTICELLA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 24, 2028

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

Swiss Re Corporate Solutions

America Insurance Corporation, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20__ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

Capital and Surplus: \$1,206,400,714

KPMG LLP, New York, NY

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

Underwriting Limitation: \$95,035,000 as of July 1, 2023

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

(date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

N/A

(4) The amount of the bond to which this statement and certification is attached is
\$ The Amount Bid.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

Swiss Reinsurance Company Ltd	100%
1200 Main Street, Ste 800, Kansas City, MO 64105	

; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

CERTIFICATE

**(to be completed by an authorized certifying agent
for each surety on the bond)**

I Sandra A. Pace, as Attorney-in-Fact for
(Name of Agent) (Title of Agent)

Swiss Re Corporate Solutions
America Insurance Corporation a corporation/mutual insurance company/other (indicating
(Name of Surety)

type of business organization) (circle one) domiciled in Missouri, DO
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true

and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.


(Signature of Certifying Agent)

Sandra A. Pace
(Printed Name of Certifying Agent)

Attorney-in-Fact
(Title of Certifying Agent)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MICHAEL SINZER, DANA MONTAGNA, SANDRA A. PACE, AND CHERYL R. COLEMAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 23rd day of SEPTEMBER, 2024

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23rd day of SEPTEMBER, 2024, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of MARCH, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Swiss Re
Corporate Solutions

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	730,164,557
Bonds	1,444,904,017
Common Stock	300,203,129
Other Invested Assets	0
Other Admitted Assets	745,946,601

TOTAL ADMITTED ASSETS	3,221,218,304
------------------------------	----------------------

LIABILITIES

Reserve for Unearned Premiums	276,334,609
Reserve for Losses and Loss Adjustment Expenses	776,256,136
Funds Withheld	150,819,630
Taxes and Other Liabilities	811,407,215
Surplus	1,206,400,714

TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	3,221,218,304
---	----------------------

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.


Erik Janssens, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 26th day of March, 2024


Notary Public





Swiss Re Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

SURETY DISCLOSURE STATEMENT AND CERTIFICATION Pursuant to N.J.S.A. 2A:44-143

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 OR R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,206,400,714 as of the calendar year ended December 31, 2023, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2023 in the amount of \$95,035,000.
- 4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Gerald Jagrowski, Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Dated: March 27, 2025

By: Gerald Jagrowski
Gerald Jagrowski, Vice President

MORRIS COUNTY MUA

W-9

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Shauger Property Services, Inc.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____

☐ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ^a _____

429 Dodd Street

5 Address (number, street, and apt. or suite no.) See instructions.

East Orange, NJ 07017

6 City, state, and ZIP code¹

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

MCMUA

Requester's name and address (optional)

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or
Employer identification number

2 2 3 5 6 4 5 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person^a

Ainda M. Spable

Date^a **3/27/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to

www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number

MORRIS COUNTY MUA

W-9

(ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**SECTION 010000
GENERAL REQUIREMENTS**

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Contract is the biennial emergency water main repair contract for Morris County Municipal Utilities Authority (MCMUA). The MCMUA has water transmission mains located in Randolph Township, Morris Township, Mine Hill Township, Mt. Arlington Borough, Roxbury Township, Mendham Township, Chester Township, and Wharton Borough. MCMUA water main range I size from 12" to 24" diameter, with the exception of about 5,000 feet of 24" pre-stressed concrete cylinder pipe, all mains are 12", 16", 20", or 24" ductile iron pipe. MCMUA mains vary in depth below grade from 4 feet to 15 feet. Mains are located through the various municipalities in State, County, and local roads as well as in easements and railroad rights-of-way. In the event of a water main break, the MCMUA will notify the Contractor who shall be required to respond to the break location within four (4) hours with labor, equipment, and material to make the repair. The Contractor, or a responsible designee capable of organizing the repair crew, shall be available to receive notice and respond to emergency calls 24 hours a day for the duration of the contract. Actual work descriptions and quantities are undefinable, for that reason any repair work will be performed on a force account basis. Payment for work will be made in accordance with Section 1075.

1.2 LOCATIONS

- A. The MCMUA has water transmission mains located in Randolph Township, Morris Township, Mine Hill Township, Mt. Arlington Borough, Roxbury Township, Mendham Township, Chester Township and Wharton Borough, Morris County New Jersey.

1.3 WORK BY THE MCMUA

- A. The Morris County Municipal Utilities Authority will perform certain items of work related to the repair as follows:
- B. Operate all water main valves necessary to shut-off and reactivate its pipeline.
- C. Make available at its storage yard off Pleasant Hill Road, Randolph Township ductile iron pipe and repair couplings.
- D. Coordinate water main shutdowns with affected parties.

1.4 WORK BY THE CONTRACTOR

- A. The Contractor shall perform all work necessary to make the water main repair, work will include, but is not limited to, the following:
1. Disinfect water main according to AWWA 651.05
 2. All required preconstruction work, including but not limited to New Jersey One Call and all required markouts for any existing utilities prior to any work.

3. Clearing site, constructing access roads, pavement cutting and disposal of debris and waste materials.
4. Installation and maintenance of signs, barricades, warning lights and other traffic control equipment in accordance with New Jersey DOT Manual on Uniform Traffic Control Devices.
5. Furnishing of certified flagmen or uniformed traffic control personnel.
6. Sheeting, bracing and excavation support.
7. Excavation, transportation of spoils to MCMUA headquarters, supply, delivery and compaction of backfill material.
8. Disposal of spoils within one (1) week of transportation to MCMUA headquarter.
9. Pick-up and transportation of pipe, fittings and repair materials. MCMUA will normally provide all repair clamps, pipe or other required materials necessary to make the repair, unless repairs require an unusual, specialty item.
10. Coordination of work at the repair site.
11. Dewatering excavations and control of surface drainage in accordance with Morris County and Hanover Township Municipal Code.
12. Water main repair.
13. Delivery, operation and maintenance of equipment.
14. Temporary pavement replacement in accordance with controlling jurisdiction.
15. Protection of other utilities.
16. Restoration of ground cover and plantings.

1.5 Availability and Response Time

- A. Contractor shall respond within four (4) hours of notice and be available all hours including weekends and holidays. Contractor shall furnish emergency contact list.

1.6 Field Measurements

- A. It shall be the responsibility of the Contractor to verify all dimensions and locations in the field to accommodate his work.

1.7 Contact List

- A. Contractor shall provide contact list with phone numbers which personnel can be reached at all times.

PART 2 PRODUCTS

2.1 ORIGIN OF MATERIALS

- A. MCMUA will provide all repair clamps, pipe, and other typically required items to make repair. Atypical materials will be furnished by the contractor. Subject to prevailing law, only manufactured products of the United States shall be used under this Contract whenever possible.

2.2 TRENCH BACKFILL

- A. Trench backfill shall be quarry process material meeting the requirements for NJDOT Dense Graded Aggregates. Recycled Concrete Aggregates shall not be substituted for Dense Graded Aggregate for

any work covered under this Contract.

2.3 BITUMINOUS CONCRETE

- A. Bituminous concrete paving materials shall meet the requirements of NJDOT Bituminous Concrete Section 903 for I-2 Stabilized Base Course and I-5 Surface Course.

PART 3 CONTROL OF WORK

The Contractor shall coordinate all construction work associated with the repair, including choice of construction methods, equipment to be used, construction personnel, subcontractors, procurement of materials, transportation of materials, equipment and personnel and scheduling. However, the MCMUA shall maintain the right to approve the Contractor's methodology to assure an efficient and economical repair. Additionally, the MCMUA will direct the Contractor regarding pipe repair techniques.

PART 4 METHOD OF PAYMENT

4.1 SCOPE OF PAYMENT

- A. The Contractor shall accept the compensation provided for in the Contract as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work in an acceptable manner and for all damages, loss or expense arising from the performance of the work.

4.2 FORCE ACCOUNT PAYMENT

- A. For the purpose of this Contract, all payments will be made as force account payments. The total costs for labor, material, equipment, bonds, insurance and tax together with applicable mark-up shall constitute full compensation for all direct and indirect costs including overhead and profit and are deemed to include all items of expense not specifically designated. When work is performed by forces other than the Contractor, the same method and measurement for payment shall be applied.
1. Labor. Payment for all necessary labor supplied by the Contractor or subcontractor including foremen in direct charge of the work, shall be at the rate of wage shown on the certified payroll reports for each and every hour that labor is engaged in the work along with the fringe benefits paid to or on behalf of each worker as required by collective bargaining agreements or the local prevailing wage rates established by the State of New Jersey, as well as the Contractor's cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes assessed to wages. In addition, the Contractor will be paid the overhead and profit mark-up bid on the wages of all classes of labor employed for the work.
 2. Bonds: The Contractor shall furnish satisfactory evidence of the rate paid for the bond premium and will receive payment accordingly.
 3. Materials. Materials will be furnished by the Contractor and used in performance of the work will be paid at the net cost to the Contractor including delivery charges. The Contractor shall furnish the Authority with satisfactory evidence of the actual material costs from each and every supplier of material for the work. The Authority reserves the right to furnish any materials for the work that it has on hand and the Contractor shall have no claim for cost on such materials.
 4. Equipment: Contractor-owned equipment will be paid for at the rate determined from the applicable volume of the most current edition of the Rental Rate Blue Book published by Equipment Watch.

The Blue Book will be used in the following manner:

- a. The hourly equipment rate paid to the Contractor shall be the monthly Blue Book rate for the particular piece of equipment used in the performance of the work divided by 176. The Blue Book weekly, daily and hourly rates will not be used.
 - b. The number of equipment hours paid will be the number of hours the equipment is engaged in the work.
 - c. Equipment not used during an eight-hour period will be considered idle and no payment will be made for that piece of equipment during that period and until the equipment is again engaged in active operation. Idle equipment held as standby at the request of the Authority will be paid at one-half the hourly rate.
 - d. The Blue Book rates include an estimated operating cost for fuel, oil, lubricants, maintenance and depreciation. These hourly operating costs will be applied to equipment actively engaged in the work and will not be applied to idle or standby equipment.
 - e. All equipment delivered to the work site shall be in good operating condition. The foregoing conditions apply to equipment owned directly by the Contractor and subcontractors. In the event that an equipment rate is not established in the Blue Book for a piece of equipment used for the work, the Authority will establish a rate consistent with its cost and use in the industry.
5. Rented Equipment: Rented equipment needed for the work will be paid at the actual rental rate charged the Contractor, including the cost to fuel, oil and lubricate the equipment, and the cost to move the equipment to and from the work site.
 6. Uniformed Traffic Directors. Local Police Officers received for traffic control will be paid at the net cost to the Contractor as evidenced by municipal invoices.

4.3 FORCE ACCOUNT RECORDS

- A. The Contractor shall maintain records of all labor employed for the work, all equipment engaged in the work and all material used in the work. From these records the Contractor shall furnish the Authority completed daily force account work reports for each day's work. Reports shall be reviewed by the Authority and compared to Authority's records for the same period. After any adjustments to the force account report are made, the Contractor and Authority will sign the report and it will become the basis of payment. The daily force account report shall include:
 1. Name, classification, date, daily hours, total hours, rate, benefits, tax and insurance burden for each laborer and foreman.
 2. Description, date, daily hours, total hours, rental rate, extension and a copy of Blue Book pages covering each piece of equipment used.
 3. Quantities, prices and extensions including delivery cost for all materials used.
 4. Cost for insurance premiums, unemployment contributions and social security taxes.
- B. Material charges shall be substantiated by valid copies of vendor's invoices. Invoices shall be included with daily force account reports.

4.4 MOBILIZATION

- A. Mobilization will be paid when work is complete and all of the costs have been finalized. Mobilization will be ten percent (10%) of the final force account cost of the work.

END OF SECTION



SHAUGER PROPERTY SERVICES, INC.

STATEMENT OF COMPLIANCE

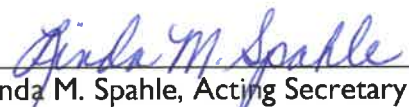
AFFIRMATIVE ACTION PLAN

The employment policies and practices of Shauger Property Services, Inc. are to recruit and to hire employees without discrimination because of race, creed, color or national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

Shauger Property Services, Inc. submits this plan to assure compliance with Executive Order No. 11246 and subsequent orders and more specifically to the Contracting Unit's Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all who apply for employment on an equal basis.

Shauger Property Services, Inc. further recognizes that the effective application of a policy of merit employment involves more than a policy statement, and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit to all persons seeking employment and to strive for advancement on this basis.



Linda M. Spahle, Acting Secretary
Shauger Property Services, Inc.
429 Dodd Street, East Orange, NJ 07017

3/27/2025
Date



SHAUGER PROPERTY SERVICES, INC.

CURRENT WORK ON HAND:

Owner: Borough of East Newark
Business Address: 34 Sherman Avenue, East Newark, NJ 07029
Project: Various Street Improvements - 2021
Contract Price: \$479,910.19 C/O (\$292,686.00) 0% complete
Award Date: 11/15/2022 Notice to Proceed dated 10-7-2024
Completion Date: 3/31/2025 (paving)
Owner's Contact: Donald J. Norbut, PE, PP, CME, CFM 201-624-2137
Address: Remington & Vernick Engineers, Inc. | Harmon Plaza, Ste 600,
Secaucus, NJ 07094

Owner: Township of Franklin
Business Address: 475 DeMott Lane, Franklin Township, NJ
Project: MacAfee Rd Area Water Main Replacement Cont #B23-001-ENG-R
Contract Price: \$1,874,520.00 88% Completed to date
Award Date: 5/10/2023
Completion Date: 12/10/2024
Owner's Contact: Township of Franklin Dept. of Public Works
Address: 475 DeMott Lane, Franklin Township, NJ

Owner: City of New Brunswick
Business Address: 78 Bayard Street, New Brunswick, NJ
Project: Jules Lane Water System and Roadway Improvements
Contract Price: \$897,968.00 87% complete
Award Date: 5/17/2023
Completion Date: 3/28/2025
Owner's Contact: Thomas Valenti, Director of Engineering & Public Wks. 732-745-5276
Address: 78 Bayard Street, New Brunswick, NJ

Owner: Borough of Roseland
Business Address: 140 Eagle Rock Avenue, Roseland, NJ 07068
Project: 2023 Emergency Services Water/Sanitary Utilities
Contract Price: \$142,390.00 61% Complete
Award Date: 5/17/2023
Completion Date: 6/29/2025
Owner's Contact: Joseph Pomante, VP Chief Operations Officer, Boswell Engineering
201-641-0770
Address: 330 Philips Avenue, South Hackensack, NJ 07068

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Borough of Cliffside Park
Business Address: 525 Palisade Avenue, Cliffside Park, NJ 07010
Project: Sanitary and Storm Sewer Improvements
Cortland Place and Edgewater Road
Contract Price: \$1,030,700.00 plus C/O \$1,236,840.00 100% complete
Award Date: 8/8/2023
Completion Date: in process
Owner's Contact: Anthony Paiano, P.E., Boswell Engineering 201-641-0770
Address: 330 Phillips Avenue, So. Hackensack, NJ 07606

Owner: City of New Brunswick
Business Address: 78 Bayard Street, New Brunswick, NJ
Project: Louis Street & Duke Street Water System Improvements
Contract Price: \$1,062,365.00 C/O 75% complete
Award Date: 08/10/2023 Start Date 03/18/2024
Completion Date: in process
Owner's Contact: Thomas Valenti, Director of Engineering & Public Wks. 732-745-5276
Address: 78 Bayard Street, New Brunswick, NJ

Owner: City of Orange Township
Business Address: 29 No. Day Street, Orange, NJ 07050
Project: Well No. 5 Improvements
Contract Price: \$438,660.00 0% complete
Award Date: in process – on hold
Completion Date: 160 days from execution of contract – in process
Owner's Contact: Rosario Santos, P.E., T&M Associates 732-865-9533
Address: 400 Broadacres Drive, Bloomfield, NJ 07003

Owner: Southeast Morris County M.U.A.
Business Address: 19 Saddle Road, Cedar Knolls, NJ 07927
Project: Emergency and On-Call Water Main and Appurtenances
Repair, Installation, Testing and Startup
Contract Price: \$366,625.00 CO \$73,325.00 99% Completed to date
Award Date: effective 1-1-2024
Completion Date: One year – in process
Owner's Contact: Alexia Bozza, Executive Administrative Assistant 973-326-6867
Address: 19 Saddle Road, Cedar Knolls, NJ 07927

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Borough of Chatham
Business Address: 54 Fairmount Avenue, Chatham, NJ 07928
Project: Lead Service Line Replacement Program
Contract Price: \$424,895.00 plus additional work
Award Date: 1/19/2024
Completion Date: 3/31/2025
Owner's Contact: Kunal Jani, P.E., H2M Associates, Inc. 862-207-5900 x2286
Address: 119 Cherry Hill Road, Suite 110, Parsippany, NJ 07054

Owner: Village of Ridgewood Water
Business Address: 111 North Maple Avenue, Ridgewood, NJ 07451
Project: Various Infrastructure Improvements
Contract Price: \$4,529,980.00 91% complete
Award Date: 1/19/2024
Completion Date: 12/31/2024
Owner's Contact: Michael K. McAloon, PE, Assoc DBIA, 973-346-2053
Address: Suburban Consulting Engineers, 96 US Hwy. 206, Suite 101, Flanders, NJ 07836

Owner: Township of Livingston
Business Address: 357 South Livingston Ave., Livingston, NJ 07039
Project: #5-2024 On-Call Sanitary Sewer Repairs -Open Ended Contract
Contract Price: \$682,500.00 \$118,800.00 completed to date
Award Date: 04/01/2024
Completion Date: 04/01/2025
Owner's Contact: Karen A. Sullivan, Purchasing Manager. 973-422-1586
Address: 357 South Livingston Ave., Livingston, NJ 07039

Owner: Town of Boonton
Business Address: 100 Washington St., Boonton, NJ 07005
Project: #15-2023 Sewer System Capacity Improvements Various Locations
Contract Price: \$1,870,531.33 (CO) \$315,375.12 79% complete
Award Date: 03/21/2024
Completion Date: 03/31/2025
Owner's Contact: David A. Chandra, PE., Suburban Consulting Engineers 973-398-1776
Address: 96 Route 206, Suite 101, Flanders, NJ 07836

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Jersey City Municipal Utilities Authority
Business Address: 13-15 Linden Ave. East, Jersey City, NJ 07305
Project: Phase 2A Contract #3 Combined Sewer & Water Rehabilitation
Contract Price: \$5,987,419.30 Sewer: 63% complete Water – 52% complete
Award Date: 04/10/2024
Completion Date: 07/03/2025
Owner's Contact: John D. Popivchak, P.E., CME Associates 732-727-8000
Address: 3141 Bordentown Ave., Parlin, NJ 08859-1162

Owner: Village of Ridgewood Water
Business Address: 111 North Maple Avenue, Ridgewood, NJ 07451
Project: Water Service Line (M-C) Replacements
Contract Price: \$151,000.00 (CO) \$49,000.00 99% completed
Award Date: 8/14/2024
Completion Date: 1/31/2025
Owner's Contact: Michael K. McAloon, PE, Assoc DBIA, 973-346-2053
Address: Suburban Consulting Engineers, 96 US Hwy. 206, Suite 101, Flanders, NJ 07836

Owner: Southeast Morris County M.U.A.
Business Address: 19 Saddle Road, Cedar Knolls, NJ 07927
Project: Stiles Avenue Water Main Replacement
Contract Price: \$3,215,330.00 26% complete
Award Date: 9-19-2024
Completion Date: 7-31-2025
Owner's Contact: Alexia Bozza, Executive Administrative Assistant 973-326-6867
Address: 19 Saddle Road, Cedar Knolls, NJ 07927

Owner: Borough of Prospect Park
Business Address: 106 Brown Avenue, Prospect Park, NJ 07508
Project: Hooper Street Sewer Main Line Repair
Contract Price: \$253,950.00 40% complete
Award Date: 9-16-2024
Completion Date: 7-31-2025
Owner's Contact: David Garval, PE, CME, Fastech Consulting Engineers 201-345-4647
Address: 235 Moore St., Suite 103, Hackensack, NJ 07601

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Borough of East Newark
Business Address: 34 Sherman Avenue, East Newark, NJ 07029
Project: Lead Service Line Replacement, Phase II (ARP Funding)
Contract Price: \$159,895.50 40% complete
Award Date: 01-14-2025
Completion Date: 03-15-2025
Owner's Contact: Donald J. Norbut, PE, PP, CME, CFM RVE Engineers 201-624-2137
Address: One Harmon Plaza, Suite 600, Secaucus, NJ 07094

Owner: City of Elizabeth
Business Address: 50 Winfield Scott Plaza, Elizabeth, NJ 07201
Project: Lead Service Line Replacement – Elizabeth Port Area)
Contract Price: \$2,924,000.00 0% complete
Award Date: 02-20-2025 (Contracts in process)
Completion Date: 09-19-2025
Owner's Contact: John E. Papetti, Jr., Director of DPW, City of Elizabeth 908-820-1400
Address: 50 Winfield Scott Plaza, Elizabeth, NJ 07201

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

SHAUGER PROPERTY SERVICES, INC.

CONSTRUCTION EXPERIENCE STATEMENT – DRAINAGE, SEWER & WATER MAINS

1st Largest Single Project: Genesis Powerback Skiles Avenue Project
\$21,843,046.64 Completed July 2017

2nd Largest Single Project: Phase V Sewer Rehabilitation and Water Main Replacement
\$20,732,541.30 Completed December 2022

BONDING INFORMATION:

All bonded contracts issued by North American Specialty Insurance Company and effective 4/29/22 under the new name of Swiss Re Corporate Solutions America Corporation

Previous work completed within the past five years:

Owner: Veolia Water (Suez Water Management and Services, Inc.)
Business Address: 461 From Road, Paramus, NJ 07652
Project: Suez Water Service Contract
Contract Price: \$12,540,529.23 to 12/31/21
Award Date: January 2019
Est. Completion Date: December 2021 (Ongoing Service Contract)
Owner's Contact: John Hroncich (201) 767-9300
Address: 461 From Road, Paramus, NJ 07652

Owner: Borough of Wallington
Business Address: 24 Union Boulevard, Wallington, NJ
Project: Hathaway Street Sewer Improvements
Contract Price: \$481,113.46
Award Date: November 2020
Completion Date: March 2022
Owner's Contact: David Juzmeski, P.E., P.P., Neglia Engineering, 201-939-8805
Address: 34 Park Avenue, PO Box 426, Lyndhurst, NJ 07071

Owner: Borough of Mount Arlington
Business Address: 419 Howard Blvd., Mount Arlington, NJ 07856
Project: Windemere, Altenbrand, and Park Water Main Extension
Contract Price: \$721,800.00 Change Orders \$106,990.25 FCP \$828,708.25
Award Date: 7/9/2020
Completion Date: 9/20/2022
Owner's Contact: CP Engineers, Stephen E. Donati, P.E. 973-300-9003
Address: 35 Sparta Avenue, Sparta, NJ 07871

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Jersey City MUA
Business Address: 555 Route 440, Jersey City, NJ
Project: Phase V Sewer Rehabilitation and Water Main Replacement
Contract Price: \$17,995,691.00 Change Orders \$2,736,850.30 FCP \$20,732,541.30
Award Date: 3/10/2020
Completion Date: 12/31/2022
Owner's Contact: T&M Associates, Rosario R. Santos, P.E. 732-671-6400
Address: 11 Tindall Road, Middletown, NJ 07748

Owner: City of Hoboken
Business Address: 94 Washington St., Hoboken, NJ
Project: Drainage Improvements at Various Locations
Contract Price: \$81,890.60
Award Date: 06/01/2022
Completion Date: 12/31/2022
Owner's Contact: Steven Amos, P.E. Senior Supervising Engineer 732-741-3176
Address: Engenuity Infrastructure, 2 Bridge Ave., Ste. 323, Red Bank, NJ

Owner: City of East Orange Board of Water Commissioners
Business Address: 99 South Grove Street, East Orange, NJ 07018
Project: Hydrant Replacement Program
Contract Price: \$1,736,800.00 Change Orders (\$331,438.64) FCP \$1,405,361.36
Award Date: 09/01/2022
Completion Date: 02/10/2023
Owner's Contact: Peter Pannucci, Jr., P.E. 201-641-0770
Address: Boswell Engineering, 330 Phillips Ave., South Hackensack, NJ

Owner: Township of Livingston
Business Address: 357 South Livingston Ave., Livingston, NJ 07039
Project: #4-2022 On-Call Sanitary Sewer Repairs -Open Ended Contract
Contract Price: \$795,000.00
Award Date: 02/28/2022
Completion Date: 03/01/2023
Owner's Contact: Karen A. Sullivan, Purchasing Manager. 973-422-1586
Address: 357 South Livingston Ave., Livingston, NJ 07039

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: East Orange Water Commission
Business Address: 99 So. Grove Street, East Orange, NJ 07018
Project: On Call Emergency Sewer and Water Main Repair Services
Contract Price: \$4,485,725.00 to date On Call Contract
Award Date: 6/5/2018
Est. Completion Date: 6/5/2023
Owner's Contact: East Orange Water Commission
Address: 99 So. Grove Street, East Orange, NJ 07018

Owner: Borough of Cliffside Park
Business Address: 67 Union Avenue, Cliffside Park, NJ 07626
Project: Jefferson Avenue Sanitary Sewer Project
Contract Price: \$215,165.00 CO-\$36,400.00 FCP \$251,565.00
Award Date: 3/15/2023
Completion Date: 04/26/2023
Owner's Contact: Boswell Engineering Eileen Boland, PE 201-641-0770
Address: 330 Phillips Avenue, So. Hackensack, NJ 07606

Owner: Township of Wayne
Business Address: 475 Valley Road, Wayne, NJ 07470
Project: Sherman Street, Parish Drive and Fayette Avenue
Water Main Replacements
Contract Price: \$1,239,605.86 CO -\$114,888.98 FCP \$1,124,716.88
Award Date: 3/15/2023
Completion Date: 6/23/2023
Owner's Contact: Alec J. Mittiga, PA, H2M/Crew Engineers, Inc., 973-492-3300
Address: 1250 Route 23 North, Butler, NJ 07405

Owner: Borough of Ramsey
Business Address: 33 North Central Ave., Ramsey NJ
Project: Lead Service Line Replacement Phase 1B
Contract Price: \$225,152.50 CO- (\$80,093.38) FCP \$144,059.12
Award Date: 3/20/2023
Completion Date: 6/28/2023
Owner's Contact: H2M Architects & Engineers Mauro M. Bacolo, P.E. 973-492-3300
Address: 1250 Route 23 North, Butler, NJ 07405

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: East Orange Water Commission
Business Address: 99 So. Grove Street, East Orange, NJ 07018
Project: On Call Emergency Sewer and Water Main Repair Services
Contract Price: \$8,968,100.31
Award Date: 6/5/2018
Completion Date: 12/31/2023
Owner's Contact: East Orange Water Commission
Address: 99 So. Grove Street, East Orange, NJ 07018

Owner: Township of Livingston
Business Address: 357 South Livingston Ave., Livingston, NJ 07039
Project: #4-2023 On-Call Sanitary Sewer Repairs -Open Ended Contract
Contract Price: \$249,638.56
Award Date: 3/17/2023
Est. Completion Date: 2/28/2024
Owner's Contact: Karen A. Sullivan, Purchasing Manager. 973-422-1586
Address: 357 South Livingston Ave., Livingston, NJ 07039

Owner: Township of Belleville
Business Address: 152 Washington Avenue, Belleville, NJ
Project: Lead Service Line Replacement Program, Phase I
Contract Price: \$1,731,776.50
Award Date: 4/26/2023
Completion Date: 5/30/2024
Owner's Contact: Thomas J. Herits, PE, PP, PLS, Township Engineer 973-450-3414
Address: 152 Washington Avenue, Belleville, NJ

Owner: Borough of South Bound Brook
Business Address: 12 Main Street, South Bound Brook, NJ 08880
Project: Sanitary Sewer Imps. Intersection of Edgewood Terrace & Armstrong Street
Contract Price: \$77,842.12
Award Date: 6/07/2023
Completion Date: 6/12/2023
Owner's Contact: Darren Mazzei, PE, CME 732-727-8000
Address: 3141 Bordentown Ave., Parlin, NJ 08859

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Borough of Hawthorne
Business Address: 445 Lafayette Avenue, Suite 102, Hawthorne, NJ 07506
Project: Lead Service Line Replacements. Phase II
Contract Price: \$1,643,150.00 CO (\$577,727.69) FCP \$1,065,422.31
Award Date: 1/19/2024
Completion Date: 11/06/2024
Owner's Contact: Kevin J. Boswell, P.E., Boswell Engineering.
Address: 330 Phillips Avenue, So. Hackensack, NJ 07608

Owner: Borough of Rockaway
Business Address: 1 East Main Street, Rockaway, NJ 07866
Project: West Flagge Street Watermain Improvements
Contract Price: \$325,551.00 CO \$41,649.23 FCP \$365,200.23
Award Date: 07/11/2024
Completion Date: 12/01/2024
Owner's Contact: Kevin Nollstadt, PE, CFM, Mott MacDonald, 908-238-5037
Address: 412 Mount Kemble Ave., Suite G22, Morristown, NJ 07960

Owner: City of Hoboken
Business Address: 94 Washington St., Hoboken, NJ 07030
Project: Park Avenue (3rd St. to 4th St. & 5th St. to 8th St)
Water Main Replacement
Contract Price: \$3,169,486.51
Award Date: 7/19/2023
Completion Date: 11/30/2024
Owner's Contact: Steven Amos, PE 732-741-3176
Address: 2 Bridge Avenue, Suite 323, Red Bank, NJ 07701

Owner: Town of Kearny
Business Address: 402 Kearny Avenue, Kearny, NJ 07032
Project: Johnston Avenue Lead Service Replacements & Roadway Improvements (CDBG Funded)
Contract Price: \$695,855.01 CO (\$210,141.14) DCP \$485,713.87
Award Date: 10/6/2023
Completion Date: 02/19/2025
Owner's Contact: David Silva, PE, Neglia Group 201-939-8805
Address: 34 Park Avenue, P.O. Box 425, Lyndhurst, NJ 07071

Equal Opportunity Employer



SHAUGER PROPERTY SERVICES, INC.

Owner: Borough of East Newark
Business Address: 34 Sherman Ave., East Newark, NJ 07029
Project: Various Water System Improvements
Contract Price: \$283,659.90 (CO)\$54,061.90 FCP \$337,721.80
Award Date: 07/19/2024
Completion Date: 01/06/2025
Owner's Contact: Donald J. Norbut, PE, PP, CME, CFM, Remington & Vernick Engineers
201-624-2137
Address: One Harmon Plaza, Suite 600, Secaucus, NJ 07094

Equal Opportunity Employer

SHAUGER PROPERTY SERVICES, INC.
429 DODD STREET
EAST ORANGE, NJ 07017

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C060 -ATHLETIC FIELDS/TRACKS/COURTS C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS C056 -SEWER PIPING & STORM DRAINS C058 -UNDERGROUND WATER & UTILITIES	10/07/2024 10/07/2024 10/07/2024 10/07/2024	10/06/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

NOTICE OF CLASSIFICATION THE SHAUGER GROUP, INC.

June 19 2024

Identification Number: 22-3115660

THE SHAUGER GROUP, INC.
429 DODD STREET
EAST ORANGE, NJ 07017

Dear Sir/Madam,

In accordance with Title 27:7-35 et seq., and Regulation of the New Jersey Department of Transportation, you are hereby notified that your firm has been CLASSIFIED by the New Jersey Department of Transportation. Please see ATTACHMENT A for your firm's assigned financial capability, work classification(s), and project rating(s).

Your firm's financial capability is based on (net working capital or (Net Worth x 15) + (net book value of construction equipment, less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x 7) as determined by the Department from the information your firm submitted for the Close of Business on 12/31/2023. Please see ATTACHMENT B for explanation.

Your firm's financial capability is defined as the dollar threshold on the maximum of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a Contractor shall be allowed to bid in a particular work type on and individual project.

This CLASSIFICATION will be effective on 6/28/2024 and will expire on 6/30/2025

This denotes your maximum financial capability and project rating(s) are limited to no greater than \$10,000,000 since your firm has chosen to submit a CPA review of your financial statements

Bid will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work classifications required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work classification or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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**NOTICE OF CLASSIFICATION
THE SHAUGER GROUP, INC.**

In order to be continuously eligible to bid on projects to be undertaken by this Department, your firm's next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Mario Serenelli

Manager
Bureau of Construction Services

**NOTICE OF CLASSIFICATION
THE SHAUGER GROUP, INC.**

ATTACHMENT A

Financial Capability Range
\$5,000,001 to \$10,000,000

Work Classification(s) Project Rating(s)

9V	CLEANING EXISTING DRAINAGE PIPE AND STRUCTURES	\$10,000,000
8D	SAWING, SEALING, & CURING	\$10,000,000
8C	CURBS, SIDEWALKS, AND MISCELLANEOUS CONCRETE WORK	\$10,000,000
37	MACHINE SWEEPING	\$10,000,000
14	REST & SERVICE BUILDINGS	\$10,000,000
1	GRADING	\$10,000,000

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey is an Equal Opportunities Employer * Printed on Recycled and Recyclable Paper

**NOTICE OF CLASSIFICATION
THE SHAUGER GROUP, INC.**

ATTACHMENT B

Lesser Of:		\$1,607,157
Net Working Capital	\$1,607,157	
Stockholder's Equity (Net Worth)	\$7,175,166	
Book Value of Equipment Amount Claimed		\$5,686,949
Reason Deducted:		
Long Term Loan Balances		
Total Deductions		\$1,171,677
Net Book Value of Equipment Allowed		\$4,515,272
Lines of Credit		
Amount Claimed		\$2,500,000
Reason Deducted:		
SECURED BY COMPANY ASSETS		
Total Amount Allowed		\$0



THESHAU-01

ETOTENGCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quantum Insurance Services LLC 760 Route 10 W Suite 201 Whippany, NJ 07981	CONTACT NAME: Crissie Connelly PHONE (A/C, No, Ext): (973) 813-3239 FAX (A/C, No): E-MAIL ADDRESS: Crissie@quantuminsurancenj.com														
INSURED Shauger Property Services, Inc. 429 Dodd St East Orange, NJ 07017--1202	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : United Fire Group</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire Group		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Fire Group															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60543907	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60543907	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60543907	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60543907	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60543907	1/1/2025	1/1/2026	Limit 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHAUGER PROPERTY SERVICES, INC.
429 Dodd Street
East Orange, NJ 07017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification **26890**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-Jul-2023 to 15-Jul-2026

THE SHAUGER GROUP

429 DODD STREET

EAST ORANGE

NJ 07017



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer

12/03/03

Taxpayer Identification# 223-564-559/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,



John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: SHAUGER PROPERTY SERVICES, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 223-564-559/000	SEQUENCE NUMBER: 0098002	
ADDRESS: 429 DODD STREET EAST ORANGE NJ 07017	ISSUANCE DATE: 12/03/03	
EFFECTIVE DATE: 12/08/97		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

Certificate Number
67698

Registration Date: 05/11/2024
Expiration Date: 05/10/2026



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Lisa Shauger, President

Shauger Property Services, Inc
2024

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

under the

Minority and Women Business Certification Program

This certificate acknowledges THE SHAUGER GROUP, INC. as a Certified Women Business Enterprise (WBE) that has met the criteria established by N.J.A.C. 17:46.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

Issued: 2/10/2024

Certification Number: A0444-45

***Expiration: 2/10/2029**

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years**



SHAUGER PROPERTY SERVICES, INC.

I, Linda M. Spahle, Acting Secretary of Shauger Property Services, Inc.,
certify that the attached Corporate Resolution is a true copy.



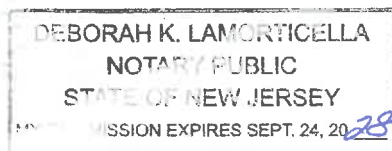
Linda M. Spahle, Acting Secretary (seal)

Subscribed and sworn before me this

27th day of March, 2025



Notary Public





SHAUGER PROPERTY SERVICES, INC.

429 Dodd Street, East Orange, NJ 07017 T el. (973) 676-2100 Fax (973) 676-8200 www.shauger.com
DCA: 1.800.242.5846 ♦ 13VH01533600 Equal Opportunity Employer

THE SHAUGER PROPERTY SERVICES, INC. CORPORATE RESOLUTION

Be it resolved that Linda M. Spahle of this corporation has the ability to bind the corporation as Acting Secretary and is hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds, or contracts which may be awarded.

I, Lisa Shauger, Secretary of a Corporation of New Jersey certify that this is a true copy of a resolution as it appears in the records of the corporation and was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on December 2, 2024 pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof and until December 31, 2025.


SIGNATURE

Lisa Shauger

PRINTED NAME OF CORPORATE SECRETARY

12/2/2024

DATE