

**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

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Larry Ragonese – Ron Smith

LARRY GINDOFF, EXECUTIVE DIRECTOR

FEBRUARY 2025

BIDDER: J. Fletcher Creamer & Son, Inc.
ADDRESS: 101 East Broadway
Hackensack, NJ 07601
TELEPHONE: March 27, 2025



**MICHAEL K. MCGIBBON, 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	PCS
	Consent of Surety	PCS
X	Statement of Ownership	PCS
X	List of All Subcontractors	PCS
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	PCS
X	Mandatory Minimum Qualifications	PCS

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

MORRIS COUNTY MUA

Administrative Documents

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

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

Business Name: J. Fletcher Creamer & Son, Inc.

Representative's Name: Peter C. Smith, Vice President

Representative's Signature:



Date: March 27, 2025

Phone: 201-488-9800

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

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

No Addenda Issued Initials PC

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: J. Fletcher Creamer & Son, Inc.

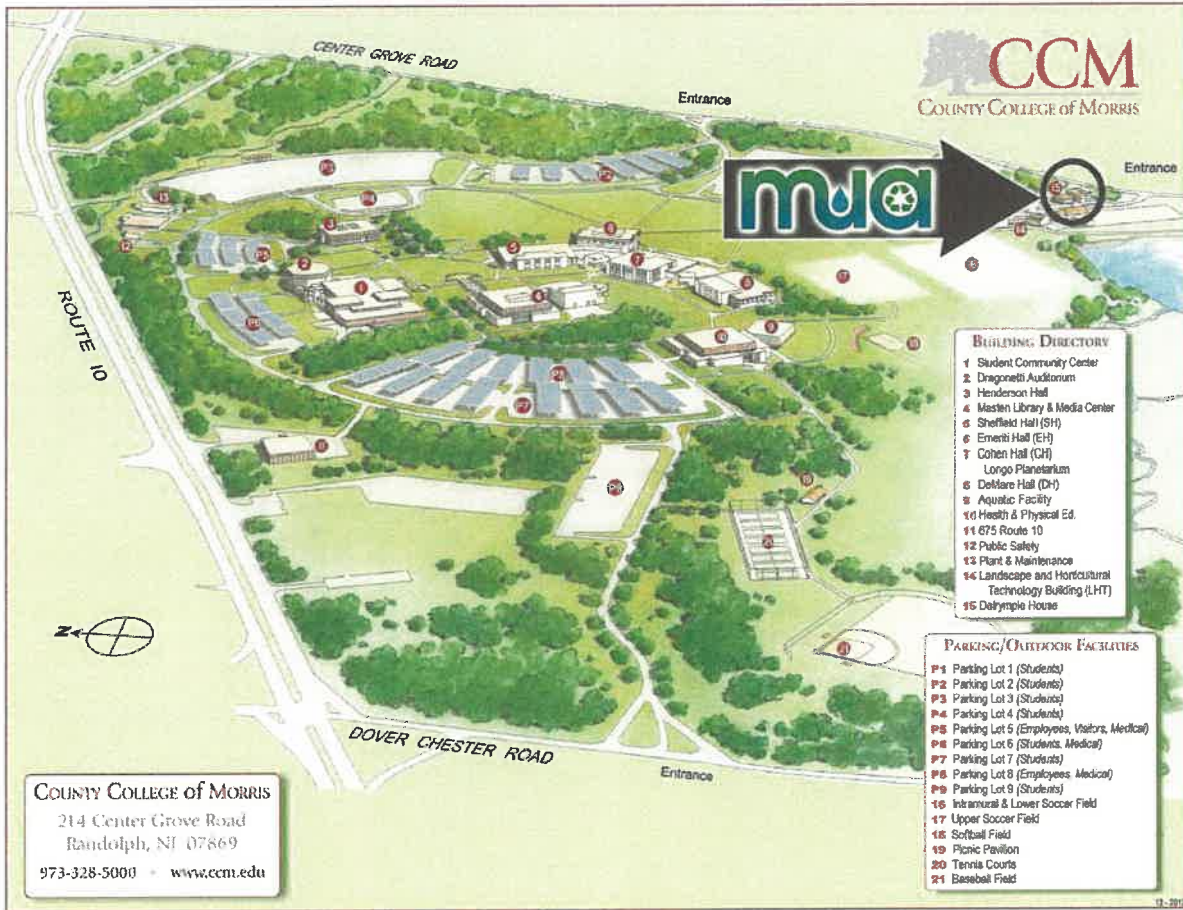
Bidder's Signature: 

Printed Name & Title: Peter C. Smith, Vice President

Date: March 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>1.00</u>	\$ <u>24.00</u>
LABORER	48	MH	\$ <u>269.00</u>	\$ <u>12,912.00</u>
OPERATING ENGINEER	24	MH	\$ <u>1.00</u>	\$ <u>24.00</u>
TRUCK DRIVER	24	MH	\$ <u>1.00</u>	\$ <u>24.00</u>
UNIFORM TRAFFIC DIRECTOR (ALLOWANCE)	1	ALLOW	\$ <u>—</u>	\$ <u>5,000</u>

TOTAL FIELD LABOR PRICE: <u>\$ 17,984.00</u>	(in figures)
<u>SEVENTEEN THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS</u> (in words)	

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

CREAMER

J. FLETCHER CREAMER & SON, INC.

POWERED BY **API Group**

101 East Broadway
Hackensack, NJ 07601

J. Fletcher Creamer & Son, Inc appointed the following individuals to the positions indicated below and have authorized each of them to act as set forth below:

President	Martin D. Downs
Executive VP & CFO	Andrew C. Wood
Vice President	Peter C. Smith
Vice President	Richard DeNicola
Vice President	Jason Newman
Vice President	Daniel Fowler

Each of the above individuals have been authorized to sign and submit all Bid and Contract documents on behalf of J. Fletcher Creamer & Son, Inc.


I, James K. Valenti, Corporate Secretary of J. FLETCHER CREAMER & SON, INC. hereby certify that the foregoing resolution has been duly and regularly adopted by the Directors of J. Fletcher Creamer & Son, Inc.


James K. Valenti, Corporate Secretary

Corporate Seal

Sworn to me this 27th day of

March 2025


Notary Public Bergen County, New Jersey

TARA D BIGELOW

Notary Public

State of New Jersey

ID # 50087937

My Commission Expires Aug. 09, 2028

AN EQUAL OPPORTUNITY EMPLOYER

MORRIS COUNTY MUA

Price Proposal Signature Form

From: J. Fletcher Creamer & Son, Inc.

101 East Broadway Hackensack, NJ 07601

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

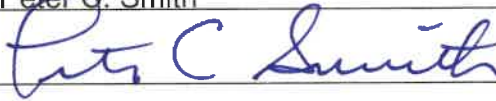
We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification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

Representative's Name (print): Peter G. Smith

Representative's Signature: ✓



Title: Vice President

Complete Address: 101 East Broadway

Hackensack, NJ 07601

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:

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

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: See below

If yes, please provide details:

J. Fletcher Creamer & Son, Inc. (JFC) has no administrative or criminal matters pending in any jurisdiction. JFC has claims and suits that typically arise from construction projects. There are no judgments against JFC. All claims and lawsuits are covered by adequate insurance. There is no pending claims or lawsuits that would have a material impact on JFC's business or any impact on JFC's ability to perform the work required on this project.

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

See attached

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

See attached

J. Fletcher Creamer & Son, Inc.

NAME OF OWNER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	CONTRACT VALUE
EATONTOWN SEWERAGE AUTHORITY	EMERGENCY RESPONSE REPAIRS OF SANITARY SEWERS	T&M
CITY OF UNION CITY	2025 SINKHOLE & SEWER SERVICE LATERAL REPAIR	T&M
PENNSAUKEN SEWERAGE AUTHORITY	ANNUAL EMERGENCY SEWER SYSTEM REPAIRS	T&M

MORRIS COUNTY MUA

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: See Attached **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:

J.Fletcher Creamer & Son, Inc.

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME (P) OR SUB (S)	CONTRACT VALUE	PROJECT END DATE	LIST NAME & TEL. NO. OF PERSON IN CHARGE
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER MILITARY SERV,AMER WATER MILITARY SERV BLDG 12-PICATINNY ARSENAL, INSTALL POTABLE & SERVICE WATER MAINS	P	\$ 153,622.00	2/29/2020	KYLE MIDTHASSEL 862-505-6114
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER,AMER WATER PICATINNY ARESNAL 1500 AREA WATER SYS, INSTALL WATER MAINS	P	\$ 162,500.00	2/29/2020	KYLE MIDTHASSEL 862-505-6114
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER,PAVEMENT RESTORATION ZONE 4 & 5, BLANKET CONTR ASPHALT TRENCH, SIDEWALK, CURB	P	\$ 26,980,496.93	2/29/2020	CHUCK DANIEL 856-782-2380
VOLLERS EXCAVATING & CONSTRUCTION PO BOX 5297, NORTH BRANCH, NJ, 3311 ROUTE 22 908-725-1026	NJ AMERICAN WATER,ALEXANDER ROAD WATER MAIN 16" PRINCETON, CEMENT LINE 16" WATER MAIN	S	\$ 13,500.00	4/30/2020	908-725-1026
TOWNSHIP OF FRANKLIN 475 DEMOTT LANE, SOMERSET NJ, 732 8732500	TWP OF FRANKLIN,TWP OF FRANKLIN WATER SYSTEM EMERG REPAIRS, EMERGENCY REPAIRS AS NEEDED ON T&M BASIS	P	\$ 124,483.87	6/5/2020	CINDY BELANGER 732-873-2500
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NEW JERSEY AMERICAN WATER,CLARK SERVICE REPLACEMENTS NJAW VARIOUS LOCATIONS, REPL 180 EACH 1" WATER SERVICES	P	\$ 1,236,585.00	7/29/2020	
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERWAT,2020 Valve Replacement Project, Install 20" Valve, 16" Valve & 16" Line Stop	P	\$ 121,170.22	8/21/2020	
AB CONSULTANTS 9450 ANAPOLIS RD, LANHAM, MD, 301-36-3091	WSSC,AB CONSULTANTS WSSC 23RD PARKWAY, REM METER & REPL W/ULTRASONIC METER	S	\$ 7,650.00	9/8/2020	SANJAY PATEL 301-306-3091
FORT MYER CONST. CORP. 2237 33RD STREET, NE, WASHINGTON, DC, 202-636-9535	DC WATER AUTHORITY,FRANKLIN STREET BYPASS CNT 160010 FORT MYERS DC WA, INSTALL 1000' TEMPORARY BYPASS	S	\$ 81,724.50	9/8/2020	JOHN HAMILTON 202-636-9535
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER,COMMAND CENTER 8" LOOPING FORT MEADE, TAPPING SLEEVES & VALVES TO TIE IN NEW MAIN	P	\$ 109,347.00	9/8/2020	SHIVA PEDDI 775-291-8777 shivakumar.peddi@amwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER,AMER WATER FORT MEADE & ANNE ARUNDEL CTY WATER MAI, INSTALL 24 NEW WATER QUALITY SAMPLING STATIONS	P	\$ 147,016.00	9/8/2020	SHIVA PEDDI 775-291-8777 shivakumar.peddi@amwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER,AMER WATER FORT MEADE & ANNE ARUNDEL CTY WATER MAI, INSTALL 24 NEW WATER QUALITY SAMPLING STATIONS	P	\$ 147,016.00	9/8/2020	SHIVA PEDDI 775-291-8777 shivakumar.peddi@amwater.com
BALTIMORE COUNTY DPW, MD 400 WASHINGTON AVENUE, BALTIMORE MD,	BALTIMORE COUNTY DPW,LOUISIANA AVE WATER MAIN BALTIMORE COUNTY, 2850' of 8" DIP WATER MAIN 85 SERVICE CONNECTIONS	P	\$ 596,510.00	9/8/2020	BARB WENTWORTH 410-887-3880

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME (P) OR SUB (S)	CONTRACT VALUE	PROJECT END DATE	LIST NAME & TEL. NO. OF PERSON IN CHARGE
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,BOULEVARD OVER HIRSCHFELD BROOK BRIDGE, R&R 16" WATERMAIN UNDER BRIDGE	P	\$ 107,595.00	9/11/2020	HARSHUL CACHO 201-634-4236
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,SUEZ SERVICES NJ LEAD SERVICE REPLACEMENTS, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 3,168,085.74	9/11/2020	HERB IMBORNONI 201-634-4215
BORO OF HIGHLAND PARK 221 SOUTH 5TH AVE., HIGHLAND PARK, NJ, (732) 819-3789	BOROUGH OF HIGHLAND PARK,BORO OF HIGHLAND PARK- REPAIRS TO WATER & SEWER , AS NEEDED T&M REPAIRS FOR WATER & SEWER	P	\$ 634,161.56	10/30/2020	DON RISH 732-841-3069
PORT AUTHORITY OF NY & NJ 2 MONTGOMERY ST., JERSEY CITY, NJ, 3RD FLOOR 2013963130	PANYNJ,LT-924.014A PANYNJ LINCOLN TUNNEL, REPL & LINE EXIST WATER MAINS IN & OUT LINCOLN TUN	P	\$ 3,088,928.42	11/19/2020	SHARON ALLEN 2016412552
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ WATER NY,SUEZ WATER NY GRANDVIEW AVE WELLS 67 & 76, ARSENIC REMOVAL TRMT FACILITY & SYSTEM	P	\$ 1,352,006.06	11/30/2020	NICHOLAS STABLE 201-225-5108
ANNE ARUNDEL COUNTY DPW 2660 RIVERA RD, ANNAPOLIS MD, 410 2227569	ANNE ARUNDEL COUNTY,WATER MAIN FIRE HYDRANT REPL ANNE ARUNDEL, INSTALL/REPLACE 52 FIRE HYDRANTS	P	\$ 761,146.49	12/8/2020	NANCY WHITNALL 410-224-1265
Z BROTHERS CONCRETE CONTRACTORS 304 JERNEE MILL RD., SAYREVILLE, NJ 732-257-8087	TOWNSHIP OF FRANKLIN,BROOKLINE AVE AND BERKELEY PL WATER MAIN REPLACEMENT, FURN, INST & REM 4300' 4" TEMP BYPASS & SERVICES	S	\$ 98,608.50	12/10/2020	SIMON CATARINO 732-257-8087 simonzbrothers20@gmail.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ WATER,2019 DSIC MAIN CROSSING GSP TOMS RIVER, JACK & BORE UNDER GARDEN STATE PARKWAY	P	\$ 1,061,789.08	12/10/2020	BRITTNEY KOVARY 732-557-7773
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER,MENDHAM SERVICE REPLACEMENTS NJ AMER WATER, REPLACE 190 EA, 1" WATER SERVICES	P	\$ 1,883,823.82	12/17/2020	NICK PINTO 201-320-4720 Nick.Pinto@amwater.com
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WATER,DELAWARE PUMP STATION EAST CHESTER NY, INSTALL PLATFORMS & LADDERS @DEL PUMP STATION	P	\$ 152,240.98	2/19/2021	GERARD MORENO 845-620-3343
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SWNY Ramapo Well 27 - Chlorine Contact Piping, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 395,504.71	2/19/2021	Steven Garabed 845-620-3319
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ WATER NY,SUEZ NY RAMAPO WELL FIELD #97 HILLBURN, INSTALL NEW WELL PUMP, INCL PREFAB BLDG	P	\$ 1,335,498.11	2/19/2021	HARSHUL CACHO 201-634-4236
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER MILITARY SERV,RT 175 FOX LANE WATER MAIN REPL ANNAPOPLIS, 140' OF 12" WATER MAIN	P	\$ 192,650.00	3/15/2021	BRIAN MORRISON 443-543-6428
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,PATERSON AVE RR CROSSING E RUTHERFORD, JACK & BORE UNDER TRANSIT TRACKS	P	\$ 392,850.00	3/15/2021	HARSHUL CACHO 201-634-4236
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER MILITARY SERVIC,AMER WATER WWTP PORTABLE WATER FIRE LOOP, 2,100' of 8" WATER MAIN, 7 HYDRANTS, 8" METER	P	\$ 453,186.35	3/15/2021	REBECCA PORTER 240-755-9793

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WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WSSC, PM0003A18 REPL 5 LARGE METER VAULTS TO 6, REPLACE 5 LARGE METER VAULTS	P	\$ 515,774.00	3/15/2021	KEVIN BALLAMY 301-206-8210
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SWNY Lead Service Replacements, SWNY Lead Service Replacements	P	\$ 26,465.16	6/17/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SUEZ NY- ROCKLAND PAVING, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 165,186.41	6/17/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SUEZ NY- SPECIALTY LINING, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 240,608.19	6/17/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SUEZ NY- SSW, WEBSTER AVE NR TEST PITS, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 613,479.92	6/17/2021	HERB IMBORNONI 201-634-4215
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, Farm RD Area, Replace 1,748' 8" Water Mains-Farm RD, Virginia Av	P	\$ 615,067.26	6/17/2021	HAO CHEN 703-706-3862 hao.chen@amwater.com
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WSSC, PM0002A12 WSSC LRG METER VAULTS PRINCE GEO & MONTG, REPL 5 LG METER VAULTS	P	\$ 719,190.00	6/17/2021	AHMED BAIG 301-206-8245 Ahmed.Baig@wssewater.com
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SUEZ NY- WESTCHESTER PAVING, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 816,870.88	6/17/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY, SUEZ NY- OLD MIL RD HQ, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 984,384.03	6/17/2021	HERB IMBORNONI 201-634-4215
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER, NAVESINK TANK RECHLORAM SYSTEM SEARS AVE, CONSTR RESERVOIR DISINFECTION SYSTEM	P	\$ 1,228,896.37	6/17/2021	JOANNA DIAMOND 609-529-1067 Joanna.Diamond@amwater.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER COMPANY, MIDDLESEX WATER METUCHEN SECT C WEST TRANS LINE, INSTALL 4,960' OF 42" DIP	P	\$ 14,198,261.01	6/17/2021	BRIAN CARR 732-638-7530 Bcarr@middlesexwater.com
PURE TECHNOLOGIES 8920 RTE 108 SUITE D, COLUMBIA, MD, (443) 766-7873	CITY OF BALTIMORE, PROJECT 1201 LG DIAM TRANS MAIN VARIOUS LOGS, CIVIL SUPPORT TO PURE TECH INCL TRAFFIC CONTR DEWA	S	\$ 383,829.69	8/4/2021	DAVID MCKELVIN 716-868-8196
KEY CAPTURE ENERGY 25 MONROE STREET, ALBANY, NY, 973-715-8870	ORANGE & ROCKLAND UTILITIES, NY3 FIRE MAIN EXTENSION, FIRE LINE, HYDRANT, HOT BOX, JACK & BORE	P	\$ 1,131,069.67	9/13/2021	COURTNEY STONE 973-715-8870
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	US DEPARTMENT OF THE ARMY, THIRD AVE 6-INCH WATER MAIN REHABILITATION, INST 1170 LF OF 6" PVC WM, 5 SVCS, 1 HYDRANT	S	\$ 236,200.00	9/14/2021	CATLYN COMUNALE 856-955-4001 Caitlyn.comunale@amwater.com
VEOLIA-BAYONNE 110 OAK STREET, BAYONNE, NJ, (888) 434-0518	SUEZ BAYONNE, SUEZ- TENAFLY 24" WATER MAIN, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 2,368,708.16	9/14/2021	HERB IMBORNONI 201-634-4215
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (862) 422-5987	SUEZ NEW JERSEY, SUEZ NJ DSIC URBAN WATER MAIN, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 3,196,229.68	9/14/2021	HERB IMBORNONI 201-634-4215

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VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,SUEZ SERVICES NJ ENGLEWOOD LSRP, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 4,303,757.75	9/14/2021	TARA BUCKLEY 201-634-4215
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY,SUEZ NJ DISC RESIDENTIAL WATER MAIN, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 9,195,419.96	9/14/2021	HERB IMBORNONI 201-634-4215
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER,CANOE BROOK PUMP STATION DEMO SHORT HILLS, SHEET PILES, COFFER DAM, EXCAVATION, DEMO	P	\$ 616,211.45	9/20/2021	JOHN C GILLESPIE 908-431-3259 john.c.gillespie@amwater.com
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SWW Lead Service Replacements , SWW Lead Service Replacements	P	\$ 320,017.17	10/7/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- WESTCHESTER PLANT WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 945,765.63	10/7/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- WESTCHESTER EMERGENCY WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 2,056,714.93	10/7/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- WESTCHESTER SERVICE WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 2,539,480.76	10/7/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- WESTCHESTER MAIN INSTALLATION, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 10,205,170.21	10/7/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- ROCKLAND PLANT WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 870,933.16	10/11/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- ROCKLAND EMERGENCY WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 3,823,797.21	10/11/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- ROCKLAND SERVICE WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 4,165,393.61	10/11/2021	HERB IMBORNONI 201-634-4215
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,SUEZ NY- ROCKLAND MAIN INSTALLATION, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 23,991,218.27	10/11/2021	HERB IMBORNONI 201-634-4215
FACT ONE, LLC PO BOX 74, RINGOES, 908-788-1985	TOWNSHIP OF CLINTON,WEST MAIN STREET WATER MAIN REPLACEMENT PH 11, FURN, INST REMOVE TEMP BYPASS SYS, 5500' 2" & 4"	P	\$ 140,701.75	12/15/2021	FERNANDO VELOSO 908,788,1985 fernando@pactconstruction.com
CITY OF HOBOKEN DEPT OF ENVIRONMENTAL SERVICES, HOBOKEN, NJ, 90 WASHINGTON STREET 201-420-2027	CITY OF HOBOKEN,2018 WATER INFRASTRUCTURE UPGRADES HOBOKEN, F&I 7000' 6-16" DIP, VALVES, HYDRANTS, SERVICES	P	\$ 6,079,340.34	12/21/2021	JENNIFER GONZALES 201-420-2000
ANNE ARUNDEL COUNTY DPW 2660 RIVERA RD, ANNAPOLIS MD, 410 2227569	ANNE ARUNDEL COUNTY DPW, SOUTH RIVER BRIDGE ARV UPGRADE, REPLACE 2" AIR RELEASE VALVE UNDER BRIDGE	P	\$ 270,024.00	3/4/2022	PAMELA MANN 410-224-1274 PMMANN00@AACOUNTY.ORG
BALTIMORE GAS & ELECTRIC 1699 LEADENHALL ST, BALTIMORE, MD, 91-4746	BALTIMORE ELECTRIC & GAS,SPRING GARDEN LNG PLANT LEADENHALL STREET, EMERGENCY WATER REPAIR	P	\$ 92,409.82	3/18/2022	JOHN PRICE 410-470-9402

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WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WASHINGTON SUB SAN COMMISSION BR6163A16 Observatory Heights water main Replc; Replace ~ 5,817' 8"-10" CIP. Inst bypass, SVCS, FH	P	\$ 1,144,906.00	3/18/2022	OBAIDULLA RANJBAR 301-206-8170 obaiddullah.ranjbar@www.cwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER, NJ AMER WATER- SO. ORANGE AREA, BLANKET NETWORK REPAIR AGREEMENT	P	\$ 171,150.98	3/21/2022	CHUCK DANIEL 856-782-2380
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER, NJ AMER WATER- COASTAL DISTRICT, BLANKET NETWORK REPAIR AGREEMENT	P	\$ 899,908.75	3/21/2022	CHUCK DANIEL 856-782-2380
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER, NJ AMER WATER- BELLE MEADE AREA, BLANKET NETWORK REPAIR AGREEMENT	P	\$ 3,976,596.56	5/3/2022	CHUCK DANIEL 856-782-2380
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER, NJ AMER WATER- SHORT HILLS AREA, BLANKET NETWORK REPAIR AGREEMENT	P	\$ 10,641,180.97	5/3/2022	CHUCK DANIEL 856-782-2380
METRA INDUSTRIES 50 MULLER PL., LITTLE FALLS, NJ	CITY OF BALTIMORE DPW/BALTIMORE CITY C&L 6" CIP, CLEAN & LINE 765' OF 6" CIP	S	\$ 24,747.75	6/7/2022	WILLIAM PUGH 410-368-4090 WPUGH@METRAINDUSTRIES.COM
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WSSC, PM0003A18 LARGE METER VAULTS MONTGOMERY CTY, REPL 4 LG METER VAULTS	P	\$ 575,017.00	6/7/2022	KEVIN BELLAMY 301-206-8210
THE PAR GROUP 60 N PROSPECT AVENUE, LYNBROOK, NY, 516-394-2000	THE PAR GROUP MENLO PARK MALL NEW WATER SERVICE, CONSTRUCT NEW 8-INCH WATER MAIN SERVICE	P	\$ 97,630.50	6/21/2022	GAVIN PANTOFEL 516-394-2000 gpantofel@pargroup.com
CITY OF BRIGANTINE CITY HALL, BRIGANTINE NJ, 1417 BRIGANTINE AVE.	CITY OF BRIGANTINE, WATER TANK BYPASS, INTERCONNECTION, TIE IN PIPING AT WATER TANK	P	\$ 128,622.98	6/21/2022	BILL LAKES 609-204-4448 wakes@brigantinebeachnj.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER, PREVENTORIUM RD TRANSMISSION MAIN PHASE 2, 11,200 LF of 36" DIP & 7,775LF of 16" DIP	P	\$ 15,861,680.09	9/20/2022	JIM SCHALLER 856-549-8596 jimschaller@amwater.com
CON EDISON COMPANY OF NY, INC. 55 Broad St., New York, NY, 22nd Floor 718 7527533	CON EDISON EASTVIEW HYDRANT PROJECT WATER MAINS CON ED, 5,000' 6-12" DIP MAINS, HYDRANTS, VAULTS, JACK & B	P	\$ 3,294,581.14	9/21/2022	CLIF DE RISI 212-460-6468
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 2000 N BEAUREGARD STREET, ABANDON 6" WATER MAIN	P	\$ 5,400.00	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 115 S UNION ST 2" BATTERY METER, INSTALL NEW 2" SERVICE	P	\$ 6,157.50	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 128 E WALNUT STREET VA AMER WATER PIPELINE, 1 EA 1" WATER SERVICES	P	\$ 8,541.96	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 3640 BISHOP WALKER CIRCLE 6" FIRE SERVICE, INST 6" DIP, 1 NEW HYD, TAP 12" WM & INST FIRE SVC	P	\$ 8,879.50	11/28/2022	STEVE CHEN 703-706-3889 hao.chen@amwater.com

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VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 611 & 613 N COLUMBUS ST VA AMER WATER PIPELINE, 2 EA 1" WATER SERVICES	P	\$ 9,386.07	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 607 & 609 N ALFRED ST 1" SERVICES, 2 EA 1" WATER SERVICES	P	\$ 11,102.95	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 212 S FAIRFAX ST VA AMER WATER PIPELINE, ERADICATE EXISTING SERVICE, INSTALL NEW 1-1/2" SE	P	\$ 12,510.40	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1201 NORTH ROYAL, 2 EACH 6" WATER SERVICES	P	\$ 12,800.00	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 3101 PARK CENTER DR, INSTALL 6" FIRE SERVICE	P	\$ 13,010.58	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, CAMERON MILL RD FIREHSE 3 VA AMER WATER PIPELINE, 103' DIP 6" WWET TAPS	P	\$ 19,923.95	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, NORTH WASHINGTON STREET VA AMER WATER PIPELINE, DIP 4" & 8" SERVICES WWET TAPS	P	\$ 20,290.20	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, BRADDOCK GATEWAY PHASE 2, INSTALL 6 & 8" DIP FOR FIRE SERVICE NEW DEVELOPMEN	P	\$ 25,414.12	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, FIRE STATION #3, 4" & 6" WATER SERVICE	P	\$ 26,918.06	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, CAMBRIDGE ST BISHOP IRETON HS VA AMER WTR PIPELINE, DIP 4" & 8" SERVICES WWET TAPS	P	\$ 29,089.35	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 15 W GLEBE RD VA AMER WATER PIPELINE, INSTALL THREE 4" FIRE SERVICE LINES	P	\$ 31,516.04	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 699 N PATRICK ST, REPLACE 2" WATER SERVICE AND METER	P	\$ 41,326.31	11/28/2022	HAO CHEN 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 901 N FAIRFAX ST VA AMER WATER PIPELINE, INSTALL 4" DOMESTIC SERV W/BATTERY METERSETTING	P	\$ 57,013.67	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com

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VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, ED SALL ROAD VA AMER WATER PIPELINE INSTALLATION, 117' DIP 8" W/LINE STOP & WET TAP	P	\$ 63,620.67	11/28/2022	MATTHEW GANCI 703-706-3862 Matthew.Ganci@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 2000 N BEAUREGARD ST SRVC RENEWAL & FIRE HYDRANTS, INSTALL 2 EACH 2" SERVICES AND 2 EACH FIRE HYDRANT	P	\$ 63,989.29	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, STOVALL STREET VA AMER WATER PIPELINE INSTALLATION, 118' DIP 6" & 8" W/INSERTION VALVE	P	\$ 67,022.41	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1101 NO. WASHINGTON ST VA AMER WATER PIPELINE, 8" WET TAPS W/SERV & 19 1" SERVICES	P	\$ 76,090.90	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 23RD ST AND 25TH ST S, MAIN INSTALL, INSTALL 180' 4" DIP	P	\$ 109,172.28	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, N HOWARD ST VA AMER WATER PIPELINE INSTALLATION, INSTALL WATER MAINS	P	\$ 1,418,023.50	11/28/2022	MARK JAYNE 856-955-4431 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, ED SALL RD VA AMER WATER PIPELINE, REPLACE RD 16" MAIN REPLACEMENT	P	\$ 2,346,436.80	11/28/2022	MATTHEW GANCI 703-706-3862 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER VA AMER WATER PIPELINE INSTALLATION (C), INSTALL WATER MAINS	P	\$ 3,747,238.80	11/28/2022	MARK JAYNE 856-955-4431 hao.chen@amwater.com
O'BRIEN & GERE ENGINEERS INC. 333 W. WASHINGTON ST., SYRACUSE, NY, P.O. BOX 4873 484-804-7283	AMERICAN WATER BRIDGEPORT LOGAN SYST CONSOLIDATION RT 130, INSTALL 4,600' OF 12" DIP, 500' OF 12" HDPE HDD	S	\$ 1,352,192.50	11/29/2022	ISAAC KATZ 484-804-7283 Matt.Wimmer@ramboll.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMERICAN WATER, LINDEN MAIN REPLACEMENT VARIOUS LOCATIONS, 12,640' of 6" & 8" DIP WATER MAIN 300 1" SERVICES	P	\$ 5,844,967.19	12/19/2022	RICH CONKLIN 9083235422 richard.conklinjr@amwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER MILITARY SERVIC, AMER WATER MIL SERV RANGE ROAD WELL 3 PIPELINE, DESIGN & BULD 4,736' 10"-18" PVC WATER MAIN	P	\$ 1,125,523.10	12/22/2022	REBECCA PORTER 240-755-9793 REBECCA.PORTER@AMWATER.COM
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1101 N JANNENYS LN, ERADICATE 2 SERVICES, ABANDON TWO SERVICES, 1-1", 1-6"	P	\$ 3,677.77	3/2/2023	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, CUT AND CAP 12" MAIN AT N POTOMAC YARDS, TWO CUT AND CAPS ON 12" MAINS	P	\$ 7,029.94	3/2/2023	Matt Ganci 703-706-3862 Matthew.Ganci@amwater.com

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VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 614 GIBBON ST SMALL SERVICE REPLACEMENT, INSTALL 3/4 SERVICE AND METER PIT	P	\$ 7,372.47	3/2/2023	MATT GANCI 703-706-3862 Matthew.Ganci@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 115 S WASHINGTON ST, INSTALL 6" FIRE SERVICE	P	\$ 15,732.97	3/2/2023	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER 730 E GLEBE RD PO5000182130/5000181853, INSTALL 125" 12" DIP, 6" AND 8" WATER SERVICES	P	\$ 59,551.14	3/2/2023	STEVEN CHEN 703-706-3889 Hao.Chen@amWater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, COCKRELL ST AREA WATER MAIN REPLACEMENT, REPLACE 6" & 8" CAST IRON WATERMANS	P	\$ 765,641.24	3/2/2023	Steven Chen 703-706-3889 Hao.Chen@amWater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, FLOYD ST AREA WATER MAIN REPLACEMENT, REPLACE 3,447' 4-8" DIP ON FLOYD STREET AREA	P	\$ 1,287,961.01	3/2/2023	Steven Chen 703-706-3889 Hao.Chen@amWater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 601 & 603 N ALFRED ST SERVICE INSTALLATION, INSTALL TWO 1" SERVICES, FRADICATE ONE	P	\$ 16,789.67	3/6/2023	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 2451 MENOKIN DR WAYPOINT, INSTALL TWO 6" FIRE SERVICES	P	\$ 40,428.00	3/6/2023	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1010 DUKE ST 1" SERVICE INSTALLATION, REPLACE 1" WATER SERVICE	P	\$ 43,112.54	3/6/2023	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY ENGLEWOOD/TENAFLY 247 PCCP MAIN, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 1,436,993.47	3/17/2023	TARA BUCKLEY 201-250-4000 Buckley.tara.buckley@veolia.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY, SUEZ NJ 2022 LEAD SERVICE REPLACEMENT, REPLACEMENT OF WATER SERVICES	P	\$ 2,395,986.33	3/17/2023	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@SUZ.COM
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY, SUEZ NJ 2021 LEAD SERVICE REPLACEMENT, REPLACEMENT OF WATER SERVICES	P	\$ 5,193,101.80	3/17/2023	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@SUZ.COM
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY, SUEZ NJ 2022 DSIC WATER MAIN, INSTALLATION OF VARIOUS SIZED WATER MAINS	P	\$ 6,748,257.78	3/17/2023	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@SUZ.COM
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY, SUEZ NJ 2021 DSIC WATER MAIN, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 11,386,532.31	3/17/2023	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@SUZ.COM
BALTIMORE GAS & ELECTRIC 1699 LEADENHALL ST, BALTIMORE, MD, 410-291-4746	BALTIMORE GAS & ELECTRIC, EMERGENCY WATER MAIN REPAIR, REPAIR WATER MAIN	P	\$ 31,689.77	4/17/2023	JOHN PRINCE 410-470-9402 JOHN.PRINCE@BGE.COM
BALTIMORE GAS & ELECTRIC 1699 LEADENHALL ST, BALTIMORE, MD, 410-291-4746	BALTIMORE GAS & ELECTRIC, EMERGENCY WATER MAIN REPAIR, REPAIR WATER MAIN	P	\$ 862,087.87	4/17/2023	LAUREN COLEMAN 410-470-9402 lauren.coleman@jncorp.com

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PURPLE LINE TRANSIT CONSTRUCTORS, LLC 6811 KENILWORTH AVE. RIVERDALE, 573-629-8739	MARYLAND TRANSIT ADMINISTRATION, PURPLELINE U602A & U602B, 1.525' OF 12" TO 16" DIP & 135' OF 8" PVC SEWER	P	\$ 1,450,675.70	4/27/2023	KEVIN OBERHEIM 410-241-1120 KEVIN.OBERHEIM@PURPLELINE.MD.COM
PURPLE LINE TRANSIT CONSTRUCTORS, LLC 6811 KENILWORTH AVE. RIVERDALE, 573-629-8739	MARYLAND TRANSIT ADMINISTRATION, Project U-402 Water & Sewer, INSTALL 8" TO 16" DIP VMM, 4" TO 8" SEWER PIPE	P	\$ 2,697,688.14	4/27/2023	Keith Beaver (573) 629-87 keith.beaver@plcllc.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO. PORT READING AVE MAIN REPLACEMENT, 12" & 20" DIP MAIN, 24" & 30" STEEL CASING	P	\$ 243,905.54	6/20/2023	NING TONG 732-638-7637 NTONG@MIDDLESEXWATER.COM
OPTIMUM CONTROLS CORPORATION 1044 MACARTHUR ROAD, READING, PA, 610-375-0990	SUEZ - NY, SUEZ - NY BLUE LAKE WTP SCADA SYSTEM UPGRADES, PERFORM CIVIL PORTION OF INSTRUMENTATION INSTALLAT	S	\$ 78,850.00	8/9/2023	TOM KEHS 610-375-0990 tkehs@optimumcontrols.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, BOWERS DRIVE, MENDHAM, 860' OF 8" DIP W/ 4 EA WATER SERVICES	P	\$ 145,682.93	9/14/2023	RICH CONKLIN 908-431-3204 RICHARD.CONKLIN@AMWATER.CO M
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, HOFFMAN RD, MENDHAM, 760' OF 8" DIP W/ 1 EA WATER SERVICES	P	\$ 159,747.83	9/14/2023	RICH CONKLIN 908-431-3204 RICHARD.CONKLIN@AMWATER.CO M
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO. HARDING AVENUE MAIN REPLACEMENT, 1,100' OF 8" DIP & 33 SERVICES	P	\$ 314,300.97	9/14/2023	LEIDY MANZUETA 732-579-6832 lmanzuela@middlessexwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, CHIMNEY ROCK ROAD, BRIDGEWATER, 1700' OF 8" DIP	P	\$ 382,605.17	9/14/2023	RICHARD CONKLIN@AMWATER.CO M
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, SHORT HILLS BRIDGE INSPECTION, INSPECT AND REPAIR AERIAL CROSSINGS ON BRIDGES	P	\$ 1,873,884.58	9/14/2023	JOHN C GILLESPIE 9084821677 JOHN.C.GILLESPIE@AMWATER.CO M
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WASHINGTON SUB SAN COMMISSION, TASK ORDER 31 RETROFIT 5 LARGE METERS, RETROFIT 5 LARGE METER VAULTS	P	\$ 210,330.00	9/25/2023	Brent King 301-206-8386 Brent.King@wsscwater.com
AMERICAN UNIVERSITY 4801 MASSACHUSETTS AVE. NW, WASHINGTON, DC, 3RD FL, SUITE 369 202-885-3812	AMERICAN UNIVERSITY, AMERICAN UNIVERSITY VALVE REPLACEMENT, REPLACE 4 GATE VALVES	P	\$ 123,057.46	9/28/2023	HUIJUN SHANG 202-845-5273 HSHANG@AMERICAN.EDU
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	VEOLIA NEW JERSEY, VMMJ SUSSEX VAULT WELL 1 UPGRADE, SUSSEX VAULT WELL NO.1 UPGRADE	P	\$ 156,029.76	12/11/2023	GLENN BICKFORD 201-538-0962 GLENN.BICKFORD@VEOLIA.COM
JERSEY CITY MUA 556 ROUTE 440, JERSEY CITY, NJ, (201) 432-1150	JERSEY CITY MUA, COLES ST WATER MAIN JCMUA, MISC EMERGENCY WORK	P	\$ 1,578,061.68	12/11/2023	RICHARD HAYTAS 201-432-1150 r.haytas@cmua.com
NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION, WANAUQUE, NJ, 1 ORECHIO DRIVE	NORTH JERSEY DISTRICT WATER, WANAUQUE NORTH AQUEDUCT REHAB & IMPROVEMENTS, INSTALL B&S JOINT REPAIR CLAMPS AND NEW MANWV	P	\$ 1,018,896.81	1/10/2024	OLE'S MAL'TSKYY 862-228-4703 Omalysky@njdwc.com

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TOWNSHIP OF CLINTON 1370 ROUTE 31 NORTH, ANNADALE NJ, 908 7358616	TOWNSHIP OF CLINTON, COKEBURY RD OVERPASS AERIAL CROSSING REPAIR, TEMPORARY REPAIR OF AERIAL CROSSINGS ON COKEBURY	P	\$ 42,677.82	2/29/2024	RICHARD PHELAN 908-735-8616
MARYLAND AMERICAN WATER 212 ARCHER STREET, BEL AIR, MD, SUITE B & C 703-706-3889	MARYLAND AMERICAN WATER, NETWORK REPAIR CONTRACT, REPAIR VARIOUS SIZE WATER MAINS AND SERVICES	P	\$ 28,640.98	3/11/2024	STEVEN CHEN 703-706-3889 Hao.Chen@amWater.com
MARYLAND AMERICAN WATER 212 ARCHER STREET, BEL AIR, MD, SUITE B & C 703-706-3889	MARYLAND AMERICAN WATER, 726 728 BEL AIR RD STACK AND STORE, INSTALL HYDRANT AND NEW LARGE SERVICE	P	\$ 89,754.65	3/12/2024	JEFFREY BARTON 410-838-8404 jeffrey.Barton@amwater.com
MARYLAND AMERICAN WATER 212 ARCHER STREET, BEL AIR, MD, SUITE B & C 703-706-3889	MARYLAND AMERICAN WATER, BALSAM COURT WATER MAIN REPLACEMENT, REPLACE 6" WATER MAINS AND SERVICES	P	\$ 110,584.44	3/12/2024	STEVEN CHEN 703-706-3889 Hao.Chen@amWater.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	VEOLIA NEW JERSEY, CRESENT PARK TEMPORARY PUMP STATION, TEMPORARY BUILDING & PUMPS	P	\$ 392,066.85	3/31/2024	HARSHUL CACHO 201-634-4236 harshul.cachoo@veolia.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, CYPRESS ROAD, CHATHAM NJ, 890' OF 8" DIP W/ 18 EA WATER SERVICES	P	\$ 287,172.20	5/31/2024	RICHARD.CONKLIN@AMWATER.CO M
CITY OF HOBOKEN DEPT OF ENVIRONMENTAL SERVICES, HOBOKEN, NJ, 90 WASHINGTON STREET 201-420-2027	CITY OF HOBOKEN, CASTLE POINT TERRACE WATER MAIN REPLACEMENT, REPLACE EXISTING WATER MAIN AND SERVICES	P	\$ 1,756,949.41	5/31/2024	GEORGE DE STEFANO 201-420-2000
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1112 KING ST, 2" FIRE SERVICES	P	\$ 9,866.59	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 845 N HOWARD ST 8" SERVICE, INSTALL WET TAP AND 8" DIP	P	\$ 15,728.33	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1200 NORTH HENRY ST SERVICE, 4" DOMESTIC SERVICE WITH 2" METER, 6" FIRE SERVICE	P	\$ 20,043.06	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 911 PENDLETON ST WET TAP, INSTALL WET TAP	P	\$ 22,069.84	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1112 FIRST ST, 4" SERVICE & 6" FIRE SERVICE	P	\$ 45,526.82	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 801 N FAIRFAX ST 4" AND 6" SERVICES, ABANDON TWO SERVICES INSTALL TWO SERVICES	P	\$ 46,412.43	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com

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VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1707 OSAGE ST, INSTALL 120' 6" 84" DIP AND FIRE SERVICES	P	\$ 62,322.63	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 1A PRINCE ST, INSTALL 213' 8" DIP, REPLACE HYDRANT	P	\$ 95,785.00	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, N POTOMAC YARD SERVICE INSTALL, INSTALL FIRE AND DOMESTIC SERVICES AND FIRE HYDRANTS	P	\$ 281,769.27	6/24/2024	Matt Ganci 703-706-3862 Matthew.Ganci@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 5001 EISENHOWER AVE TOWNHOMES, INSTALL WET TAPS 8 DIP AND 139 SMALL SERVICES	P	\$ 462,474.04	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, S FAYETTE ST KING TO DUKE ST, REPLACE 889' 4"-12" DIP	P	\$ 582,006.01	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WSSC, WATER and SEWER ASSET REPAIRS MONTGOMERY CTY, WATER & SEWER REPAIR BLANKET	P	\$ 969,564.11	6/24/2024	SATISH PATEL 301-206-8210 satish.patel@wsscwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, CAMERON MILLS AREAS WATER MAIN REPLACEMENT, REPLACE 5,275' 4"-12" DIP	P	\$ 1,873,387.93	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, CAMERON MILLS PHASE 2, REPLACE 6773' 6"-12" DIP	P	\$ 2,236,304.05	6/24/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WASHINGTON SUB SAN COMMISSION, MT AIREY WATER MAIN TASK ORDER #68, 19,541' OF 4" TO 10" DIP W/M 324 EA 1" SVCS	P	\$ 3,392,719.51	6/24/2024	OBAIDULLA RANJBAR 301-206-8170 obaiddullah.ranjbar@wwwcwwater.com
CITY OF BALTIMORE DPW ABEL WOLMAN BLDG 6th FLOO, BALTIMORE MD, 200 N. HOLIDAY STREET 410 5794546	CITY OF BALTIMORE DPW, WATER CONTRACT NO. 1291, 10,850' OF 16" WATER MAIN	P	\$ 8,778,519.56	6/24/2024	YIPING LIU 410-396-8189 YIPING.LIU@BALTIMORECITY.GOV
ANNE ARUNDEL COUNTY DPW 2660 RIVERA RD, ANNAPOLIS MD, 410 2227569	ANNE ARUNDEL COUNTY DPW, BROCK BRIDGE RD EMERGENCY BYPASS PIPE, 3,150' OF 12" HDPE TEMPORARY BYPASS	P	\$ 420,675.21	6/27/2024	CHARLES BOSTEK 410-224-1269 PWBOST22@AACCOUNTY.ORG
M DAVIS & SONS, INC 227 DAYLESFORD COURT, KENNETT SQUARE, PA,	ARTESIAN WELL & EQUIPMENT, LESTER FARMS WELLS ELECTRIC SERVICE?????????, INSTALL WELL PIPING, PUMPS & WELLHOUSE	S	\$ 497,733.00	6/27/2024	MATT GRIFFITH 302-993-3339 MATT.GRIFFITH@MDAVISING.COM
TOWNSHIP OF EDISON 100 MUNICIPAL BLVD., EDISON, NJ, 732-248-7248	TOWNSHIP OF EDISON, WATER EMERGENCY REPAIR SERVICES, PERFORM EMERGENCY WATER MAIN REPAIRS AS NEEDED	P	\$ 141,336.80	6/30/2024	DONNA SCIARRILLO 732-248-7408 dsciarrillo@edisonnj.gov

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VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNY ROCKLAND LEAD SERVICE REPLACEMENTS, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 330,413.25	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER,SWW WESTCHESTER PLANT & WELL MAINTANANCE, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 410,934.41	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER,SUEZ WATER WESTCHESTER K-CRETE SERVICES , F&I K-CRETE & ASPHALT BASE FOR WATER SRVCS	P	\$ 928,757.79	7/3/2024	JEFFREY TREZZA 555-521-6316 JEFFREY.TREZZA@SUEZ.COM
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER,SWW WESTCHESTER PAVING, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 943,468.37	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNY ROCKLAND PLANT & WELL MAINTANANCE, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 1,926,307.40	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNY ROCKLAND PAVING, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 1,940,561.98	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNY ROCKLAND EMERGENCY WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 5,117,724.76	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNY ROCKLAND NEW BUSINESS SERVICE/HYDRANT, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 7,565,957.44	7/3/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O. BOX 60 804 4588128	VIRGINIA AMERICAN WATER, Pipeline Installation Contract, Alexandria (C), Pipeline Installation Contract, Alexandria Dist	P	\$ 2,290,440.14	7/31/2024	Steven Chen 703-706-3889 Hao.Chen@amWater.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY,SUEZ NJ 2023 MATERIAL & PERMITTING, INSTALLATION OF VARIOUS SIZED WATER MAINS	P	\$ 107,984.17	8/19/2024	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@SUZ.COM
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	VEOLIA NEW JERSEY,HAWORTH 36" PCLCP IMPROVEMENT PROJECT, WATERMAIN RELOCATION & IMPROVEMENTS	P	\$ 976,012.40	8/19/2024	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@VEOLIA.COM
MARYLAND TRANSPORTATION AUTHORITY 300 AUTHORITY DRIVE, BALTIMORE, MD 21222- 2200 410-288-8470	MARYLAND TRANSPORTATION AUTHOR, PURPLE LINE U-601, INSTALLATION OF 8" TO 16" WATER MAIN	P	\$ 1,074,396.28	9/18/2024	KEVIN OBERHEIM 410-241-1120 kevin.oberheim@purplelinemd.com
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	AMERICAN WATER MILITARY SERVIC,WTP FINISHED YARD PIPING AND FLOWMETER AT HLP51, REM&REP 6" 20" PIPING & VALVES, INST NEW FLOWMETER	P	\$ 849,407.93	9/23/2024	BRIAN MORRISON 410-305-4259 Brian.Morrison@amwater.com
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	AMERICAN WATER MILITARY SERVIC,CULLUM HALL RENOVATION WATER & WASTEWATER SERVICES, REPLACE SANITARY AND WATER MAINS	P	\$ 237,591.42	9/27/2024	KYLE MIDTHASSEL 862-505-6114 KYLE.MIDTHASSEL@AMWATER.COM

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME (P) OR SUB (S)	CONTRACT VALUE	PROJECT END DATE	LIST NAME & TEL. NO. OF PERSON IN CHARGE
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	US DEPARTMENT OF THE ARMY, WEST POINT EMERGENCY REPAIRS, EMERGENCY SEWER & WATER REPAIR	P	\$ 1,627,229.53	9/27/2024	STEVEN HOUST 845-667-2694 STEVEN.HOUST@AMWATER.COM
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER, SWW WESTCHESTER NEW BUSINESS SERVICE/HYDRANT, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 6,367,169.66	9/27/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY , SWNY ROCKLAND MAIN INSTALLATION, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 31,388,178.43	9/27/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
TOWNSHIP OF FRANKLIN 475 DEMOTT LANE, SOMERSET NJ, 732 8732500	TOWNSHIP OF FRANKLIN, WATER EMERGENCY REPAIR SERVICES, PERFORM EMERGENCY WATER MAIN REPAIRS AS NEEDED	P	\$ 116,012.21	9/30/2024	CINDY BELANGER 732-873-2500 cindy.belanger@franklinnj.gov
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, FLORIE FARM RD, MENDHAM, 2,160' OF 8" to 12" DIP W/ 40 EA WATER SERVICES	P	\$ 502,251.93	9/30/2024	RICH CONKLIN 908-431-3204 RICHARD.CONKLIN@AMWATER.COM
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER, SWW WESTCHESTER EMERGENCY WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 5,234,310.05	9/30/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	VEOLIA - NY , WNNY USLR DIG & DETERMINE EXCAVATION SERVICES, TEST PIT AND REPLACE CURB BOXES ON 800 SERVICES	P	\$ 759,890.00	10/31/2024	MURAT KOCAK 845-263-9549 Murat.Kocak@Veolia.com
TREVCON CONSTRUCTION COMPANY, INC. 30 CHURCH ST. LIBERTY CORNER, NJ,	HOBOKEN COVE UMBRELLA CONDOMIN, WATER MAIN RELOCATION FOR BULKHEAD REHAB, RELOCATE EXISTING 8" WATER MAIN FOR BULKHEAD REHAB	S	\$ 85,550.00	11/27/2024	JOSH MACDOUGALL 908-580-0200 jmacdougall@trevcon.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER , 2315 COMMONWEALTH, INSTALL 1" DOMESTIC SERVICE	P	\$ 7,082.65	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER , 316 EAST MONROE, INSTALL 2 3/4" DOMESTIC SERVICE	P	\$ 16,819.53	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER , 114 NORTH ALFRED ST, INSTALL 4" FIRE SERVICE	P	\$ 21,525.47	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER , 1000 CAMERON ST 1 1/2" SERVICE, INSTALL ONE 2" DOMESTIC SERVICE WITH 1 1/2" METER	P	\$ 28,291.84	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER , 211 KING STREET, INSTALL 1 1/2" DOMESTIC AND 4" FIRE SERVICE	P	\$ 52,325.74	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com

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VIRGINIA AMERICAN WATER 900 INDUSTRIAL ST., HOPEWELL VA, P.O.BOX 60 804 4588128	VIRGINIA AMERICAN WATER, 701 N HENRY ST, INSTALL 4" DOMESTIC AND 6" FIRE SERVICE	P	\$ 53,918.67	11/30/2024	STEVEN CHEN 703-706-3889 hao.chen@amwater.com
ANNE ARUNDEL COUNTY DPW 2660 RIVERA RD, ANNAPOLIS MD, 410 2227569	ANNE ARUNDEL COUNTY DPW, CROWNSVILLE HOSPITAL TEST PITS, REMOVE PIPE AT 4 LOCATIONS AND REPAIR.	P	\$ 74,350.00	11/30/2024	JOE BURNS 410-215-3664 jburns@aaacounty.org
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., ST. GEORGES AVE MAIN REPLACEMENT, INSTALLATION OF 8" WM, SERVICES, ABANDONMENT	P	\$ 883,461.15	12/11/2024	JESSE HORSFORD, PE 973-579-6802 JHORSFORD@MIDDLESEXWATER.COM
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	AMERICAN WATER MILITARY SERVIC, HERITAGE PARK WATER 2600 BLOCK "Task Order 13", 1,600 LF OF 8" WATER & 21 EACH WATER SERVICES	P	\$ 710,705.27	12/14/2024	SHIVA PEDDI 775-291-8777 shivakumar.peddi@amwater.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,SUEZ NJ MISC PLANT WORK, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 2,157,551.96	12/16/2024	TARA BUCKLEY 201-250-4000 Buckley tara.buckley@veolia.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NEW JERSEY,SUEZ NJ 2023 DSC WATER MAIN, INSTALLATION OF VARIOUS SIZED WATER MAINS	P	\$ 3,405,295.43	12/16/2024	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@VEOLIA.COM
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,SUEZ MAINS, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 4,389,037.74	12/16/2024	TARA BUCKLEY 201-250-4000 Buckley tara.buckley@veolia.com
VEOLIA-BAYONNE 110 OAK STREET, BAYONNE, NJ, (888) 434-0518	SUEZ BAYONNE,SUEZ- BAYONNE, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 6,641,775.34	12/16/2024	TARA BUCKLEY 201-250-4000 Buckley tara.buckley@veolia.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	SUEZ NJ,SUEZ SERVICES, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 9,987,329.97	12/16/2024	TARA BUCKLEY 201-250-4000 Buckley tara.buckley@veolia.com
WASHINGTON SUB SAN COMMISSION 14501 SWEITZER LANE, LAUREL MD, 301-206-4001	WASHINGTON SUB SAN COMMISSION,TASK ORDER 8 LARGE METER VAULTS, REPLACE ULTRASONIC METERS IN FIVE LARGE VAULTS	P	\$ 92,240.00	12/31/2024	DARWIN ROMERO 202-466-8393 darwin.romero@wssswater.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., CATTAIL WAY WATER MAIN RELOCATION, 300 LF OF 12" DIP WATER MAIN RELOCATION	P	\$ 160,200.00	12/31/2024	JESSE HORSFORD 732-579-6802 jhorsford@middlesexwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES,2023 LARGE VALVE REPLACEMENT-PASSAIC AVENUE, INSTALL 3 EACH 20" BUTTERFLY VALVES	P	\$ 191,882.71	12/31/2024	JIM FLOYSTROP 908-431-3264 Jim.Floystrop@amwater.com
MARYLAND AMERICAN WATER 212 ARCHER STREET, BEL AIR, MD, SUITE B & C 703-706-3889	MARYLAND AMERICAN WATER,DUBLIN, IDLEWILD AND VILLAGE CT MAIN REPLACEMENT, REPLACE 553 8" WATER MAIN	P	\$ 255,608.78	12/31/2024	JEFFREY BARTON 410-838-8404 jeffrey.barton@amwater.com
TOWN OF UNION BRIDGE 104 W LOCUST ST, UNION BRIDGE, MD, 410-775-2711	TOWN OF UNION BRIDGE,WATER MAIN VALVE BONNET BOLT REPLACEMENT 2024, REPLACE BONNET BOLTS IN 110 GATE VALVES	P	\$ 382,400.00	12/31/2024	MICHAEL REYNOLDS 430-775-2711 Mreynolds@mndc.net
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, 422-5987	VEOLIA WATER NJ,CONTINENTAL BOOSTER PUMP STATION UPGRADE, REHABILITATE BOOSTER PUMP STATION	P	\$ 499,552.36	12/31/2024	HARSHAL CACHO 201-634-4236 harshul.cacho@veolia.com

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MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., RTE. 27 16" VALVE REPLACEMENT PROJECT, REPLACE 16" VALVE, PERFORM ASSESSMENT ON 48" PCCP.	P	\$ 502,290.00	12/31/2024	LEIDY MANZUETA 732-579-6832 lmanzqueta@middlesexwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, GREEN LANE PROJECT, 2.600' OF 8" DIP WATER MAIN	P	\$ 585,397.50	12/31/2024	ROGER SOUSA 908-514-6488 ROGER.SOUSA@AMWATER.COM
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., WESTERN TRANSMISSION MAIN INTERCONNECTION, F/I PRECAST INTERCONNECTION CHAMBER & DIP	P	\$ 626,300.00	12/31/2024	BRIAN CARR 732-634-1500 Bcarr@middlesexwater.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, MOUNTAINVIEW OFFSITE WATER MAIN, 1400 LF OF 12" WATER MAIN, METER STATION.	P	\$ 927,296.24	12/31/2024	JOE DAVIGNON 908-431-3223 Joe.Davignon@amwater.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., SAINTS BLVD 24" WATER MAIN REPLACEMENT, 850' OF 24" WATER MAIN BY HDD	P	\$ 1,095,695.00	12/31/2024	JESSE HORSFORD 732-579-6802 jhorstord@middlesexwater.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., NORTH TINGLEY LANE AREA WATER MAIN, 3,500' OF 12" DIP WATER MAIN	P	\$ 1,142,750.00	12/31/2024	JESSE HORSFORD 732-579-6802 jhorstord@middlesexwater.com
VEOLIA NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	VEOLIA NEW JERSEY, VEOLIA HIGHLANDS - LEAD SERVICE REPLACEMENTS, LEAD SERVICE LINE REPLACEMENT PROGRAM IN VEOLIA HI	P	\$ 1,165,031.59	12/31/2024	HARSCHUL CACHO 201-634-4236 HARSCHUL.CACHO@VEOLIA.COM
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, GREGORY AVE/UNION AVE MAIN REPLACEMENT, UNION, 2800 LF OF 16" WATER MAIN	P	\$ 1,554,557.00	12/31/2024	NICHOLAS SYZONENKO 732-496-6143 nicholas.syzonenko@amwater.com
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER CO., 2023-2024 MASTER SERVICES AGREEMENT, MASTER CONTRACT FOR REPAIR/REPLACEMENT WORK	P	\$ 2,279,501.08	12/31/2024	JESSE HORSFORD 732-579-6802 JHORSFORD@MIDDLESEXWATER.COM
AMERICAN WATER MILITARY SERVICES GROUP 427 MAIN ST., HIGHLAND FALLS, NY	AMERICAN WATER MILITARY SERVIC, HERITAGE PARK WATER AND SEWER, REPLACE 8" WATER MAIN AND LINE 3,400 8 SEWER	P	\$ 2,454,015.26	12/31/2024	BRIAN MORRISON 410-305-4259 Brian.Morrison@amwater.com
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER, SWW WESTCHESTER LEAD SERVICE REPLACEMENTS, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 2,699,270.44	12/31/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, P3 LINDEN 36" MAIN REPLACEMENT, INSTALL 2.516' OF 36" MAIN REPLACEMENT	P	\$ 3,355,306.20	12/31/2024	JAMES FLOYSTROP 908-431-3264 jim.floystrop@amwater.com
NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION, WANAUQUE, NJ, 1 ORECHIO DRIVE	NORTH JERSEY DISTRICT WATER, EMERGENCY REPAIRS TO VARIOUS CHAMBERS, PERFORM REPLACEMENT TO EXISTING PIPE HARDWARE.	P	\$ 3,798,969.96	12/31/2024	OLES MALYTSKY 862-228-4703 omalysky@njdwsc.com
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES, P4 LINDEN 36" MAIN REPLACEMENT, INSTALL 2.330' OF 36" DIP WATER MAIN	P	\$ 3,990,476.55	12/31/2024	JAMES FLOYSTROP 908-431-3264 jim.floystrop@amwater.com

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AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERICAN WATER-SHARED SERVICES,MSA PLAINFIELD, 8,420' OF 6" TO 12" WATER MAIN	P	\$ 4,143,822.17	12/31/2024	NICK SYZONENKO 908-431-3266 nicholas.syzonenko@amwater.com
CITY OF HOBOKEN DEPT OF ENVIRONMENTAL SERVICES, HOBOKEN, NJ, 90 WASHINGTON STREET 201-420-2027	CITY OF HOBOKEN,WATER SYSTEM RENEWAL PHASE II, REPLACE EXISTING WATER MAIN AND SERVICES	P	\$ 7,312,497.47	12/31/2024	GEORGE DE STEFANO 201-420-2000
VEOLIA WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	SUEZ WESTCHESTER,SWW WESTCHESTER MAIN INSTALLATION, ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 29,711,752.08	12/31/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ NY,LAKE FOREST RESERVOIR WTP OLD MILL RD, DESIGN -BUILD NEW TRMT FACILITY	P	\$ 34,821,966.43	12/31/2024	ANTHONY DELESCINSKIS 201-538-0367 Anthony.Delesniskis@Veolia.com
VEOLIA - NY 700 KINDERKAMACK ROAD, ORADELL, NJ, 877 426 8969	SUEZ - NY ,SWNYSWW MSA BLANKET WORK (C), ANNUAL BLANKET SERVICES CONTRACT RENEWAL	P	\$ 75,671,890.07	12/31/2024	PAULA MCEVOY 877-426-8969 PAULA.MCEVOY@SUEZ.COM

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 AWARDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O.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					
(Name)					
(Street Address)		CONTRACT NUMBER	DATE OF AWARD	DOLLAR AMOUNT OF AWARD	
(City)	(State)	(Zip Code)	6. NAME AND ADDRESS OF PROJECT		7. PROJECT NUMBER
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []			COUNTY	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	

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

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

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

MORRIS COUNTY MUA

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;

MORRIS COUNTY MUA

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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

MORRIS COUNTY MUA

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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.

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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

MORRIS COUNTY MUA

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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: J. Fletcher Creamer & Son, Inc.

Representative's Name (print): Peter C. Smith, Vice President

Representative's Signature: ✓



Date: March 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

MORRIS COUNTY MUA

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.
- Sealed 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

MORRIS COUNTY MUA

Information to Bidders

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.

MORRIS COUNTY MUA

Information to Bidders

- 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

MORRIS COUNTY MUA

Information to Bidders

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

MORRIS COUNTY MUA

Information to Bidders

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

MORRIS COUNTY MUA

Information to Bidders

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)

MORRIS COUNTY MUA

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.

MORRIS COUNTY MUA

Information to Bidders

- 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 whose 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)

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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:

If to Authority: 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

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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

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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.

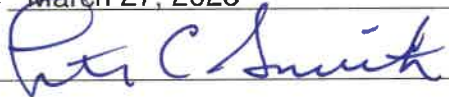
MORRIS COUNTY MUA

Bidder's Agreement to Provide Equipment and Vehicles

AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR THE MOUNT ARLINGTON TANK REHABILITATION

J. Fletcher Creamer & Son, Inc. (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for the Mount 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 March 27, 2025

By 

Name Peter C. Smith

Title Vice President

N/A

MORRIS COUNTY MUA

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

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 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.

March 27, 2025

Date



Signature of Bidder

Peter C. Smith, Vice President

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.

J. FLETCHER CREAMER & SON

6/14/2024

Row Labels	Count of Equipment
Air Compressor, 185 CFM	101
Air Compressor, 185 CFM - Skid	5
Air Compressor, 375 - 600 CFM	3
Air Compressor, 915 - 1600 CFM	1
All Terrain Vehicle	2
Attachment-Exc, Vacuum 12 Ton	1
Boat, Large Work Boat	1
Boat, Medim Work Boat	1
Boat, Small Work Boat	1
Boom Truck, Hyd to 12 Ton	3
Boring Machine-Auger, 24-54"	1
Broom Attach.-Skid P/U Broom	1
Broom Attachment - Skid Steer	6
Broom, 3 Wheel Self Propelled - <8'	6
Broom, 3 Wheel Self Propelled - 8' >	19
Broom, Walk Behind	1
Bucket, < 12"	1
Bucket, > 60"	5
Bucket, Ditching / Grading 48"	2
Bucket, Drilling	2
Bucket, Side Dump 1-1/4 YD	4
Car	3
Casing, Driver	1
Cement Forming Panels	1
CLAMP, BARRIER	1
Clamp, Pipe 26-36" OD	1
Cleaning & Lining Equipment - 2.5'-3'	2
Cleaning & Lining Equipment - 3.5'-4'	2
Concrete Barrier	1
Concrete Pump, Trailer 71-80 CuYd/Hr	1
Concrete Saw, Ride on 24-60"	1
Concrete Saw, Walk Behind 42"	3
Concrete, Finishing Machine	1
Core Barrel, 24"-47"	4
Core Barrel, 96" >	1
Crane, Crawler 101 - 125 Ton	1
Crane, Truck35 Ton	1
Dozer, Crawler 141-200 HP	2
Dozer, Crawler 71-95 HP	4
Dozer, Crawler 96-120 HP	1
Drill, Air Track < 4"	2
Drill, Directional (HDD) 16000 - 18000 Ft-Lb	2
Drill, Directional (HDD) 20000 - 25000 Ft-Lb	1
Drill, Rotary - Max Dia. Hole > 10"	1
Driver, Anchor	6
Excavator attach, rake	1
Excavator Crawler < 3 Ton	15
Excavator Crawler 13 - 17 Ton	40
Excavator Crawler 24 - 27 Ton	16
Excavator Crawler 3 - 5 Ton	10
Excavator Crawler 41 - 50 Ton	9

Excavator Crawler 51 - 65 Ton	7
Excavator Crawler 6 - 8 Ton	2
Excavator Crawler 9 - 10 Ton	12
Excavator Rubber Tire	1
Ext. Lifting Arm, Attachment	1
FOK, Cable Blowing Machine	7
FOK, Cable Blowing Machine - Super Jet	14
FOK, Cable Puller	3
Forklift, Variable Reach 10K Lb.	2
Forklift, Variable Reach 12K Lb	15
Forklift, Variable Reach 8K - 9K Lb	1
Forklift, Warehouse > 6K Lb.	5
Fusing Machine, 12"-36"	1
Fusing Machine, 2/4"	5
Fusing Machine, 4/12 Self-Prop	5
Fusing Machine, 6/8"	4
Fusing Machine, 8/16"	1
Generator, Diesel 25 - 49 kw	2
Generator, Diesel 50 - 64 kw	11
Golf Cart	3
Grapple, Attachment	1
Ground Heater	1
Hyd. Trench Milling Machine	1
Hydraulic Breaker < 1000 FT-LBF	11
Hydraulic Breaker 1000 - 1500 FT-LBF	7
Hydraulic Breaker 12000 FT-LBF	4
Hydraulic Breaker 1500 - 2500 FT-LBF	10
Hydraulic Breaker 3000 - 3500 FT-LBF	15
Hydraulic Breaker 5000 - 5500 FT-LBF	6
Hydraulic Breaker 6000 - 6500 FT-LBF	2
Hydraulic Breaker 7000 - 7500 FT-LBF	2
Hydraulic Tamper, Plate	2
Lift, Scissor < 20 Ft.	1
Light Plant, Mobile	53
Light Plant, Mobile - 20KW	3
Loader / Backhoe < 15 FT. Digging Depth	51
Loader, RT 2.1 - 3.3 CY	7
Loader, RT 3.3 - 4 CY	11
Loader, RT 4.1 - 5 CY	5
Manhole Cutter, Hyd Skid Attch	1
Milling Machine, Attachment - 24"Cutting Width	4
Milling Machine, Attachment - 30"Cutting Width	5
Milling Machine, Attachment - 48"-54"Cutting Width	1
Mixing Pump, Mortar (Electric)	1
Mud Recycler, < 250 GPM	5
Paving Box < 4'	1
Pile Driver- Helical Pile Head	2
Pile Driver Rig, 125001 - 150000 Lb.	1
Pile Driver, 10001-15000 Lb.	1
Pile Driver, 3000-5000 Lb.	4
Pile Driver, 5001-10000 Lb.	3
Pile Driver, Damper	2
Pile Driving Leads	8
Pipe Line Camera	3
Pressure Washer, Hot Electric	1

Pressure Washer, Hot Gas	2
Pump, Grout - Cavity 10-60 Gal. Capacity	1
Pump, Sludge Hyd. < 4"	2
Pump, Sludge Hyd. 6"	1
Pump, Submersible 6"	1
Pump, Trash To 12"	3
Pump, Trash To 4"	5
Pump, Trash To 6"	3
Pump, Trash To 8"	2
Roadwidener, Self-Propelled	1
Rock Splitter	1
Rodder, Trailer	8
Roller, Vib Double Drum < 2 Ton	9
Roller, Vib Double Drum 2-3 Ton	18
Roller, Vibratory - Tailgate Mount	29
Roller, Vibratory All Other	1
Roller, Vibratory Single Drum < 3 Ton	3
Roller, Vibratory Single Drum 3-8 Ton	1
Roller, Vibratory Single Drum 8-12 Ton	5
Roller, Vibratory Trench	43
Rotary Pole Setter-Attachment	2
Row Boat, Motorized	3
Row Boat, Non Motorized	3
Saw, Pipe Cutting - Pneumatic Drive	3
Shear, Hydraulic Attachment	1
Spider Plow,	2
Sports Utility Vehicle	11
Surveillance Cam, trailer	1
T/C - Portable Traffic Signal	3
T/C Arrow Board	54
T/C Attenuator Truck	43
T/C Message Board (VMS)	20
T/C Safety Cone Truck	16
Tagline, Triple Barrel	1
Tamper, Plate	3
Trailer, Boat	2
Trailer, Drop Deck < 30 Ton	13
Trailer, Drop Deck > 50 Ton	8
Trailer, Drop Deck 30 - 50 Ton	7
Trailer, Enclosed	15
Trailer, Flabed 40'	14
Trailer, Flatbed > 40'	27
Trailer, Lowboy > 50 Ton	7
Trailer, Lowboy 30 - 50 Ton	1
Trailer, Pipe (HDPE)	1
Trailer, Reel S/A	15
Trailer, Reel T/A	3
Trailer, Stretch < 30 Ton	1
Trailer, Stretch 30 - 50 Ton	4
Trailer, Tag A Long Dump >4ton	7
Trailer, Tag-< 4 Ton w/compres	16
Trailer, Tag-A-Long < 4 Ton	10
Trailer, Tag-A-Long 11 - 15 Ton	8
Trailer, Tag-A-Long 20 Ton	23
Trailer, Tag-A-Long 4 - 6 Ton	39

Trailer, Tag-A-Long 7 - 10 Ton	22
Trailer, Tar Wagon	12
Trailer, Vac 500 Gal.	3
Trailer, Water Tanker > 5000 Gal	3
Trailer, Water Wagon < 500 Gal	1
Trailer, Tag-A-Long Dump < 4Ton	3
Trailer-Enclosed, Ground level	1
Trailer-SK2400 Application Rig	1
Trencher, (BW)Max Digging Depth 17' - 18'	4
Trencher, Plow < 3' depth	2
Trencher, Walk Behind - Plow (Line Layer)	44
Truck - Scissor lift	1
Truck Lube/Fuel 2 Axle 1K-2K gal.	3
Truck Mech 16K - 20K Lb. GVW	5
Truck Mech 21K - 26K Lb. GVW	1
Truck Mech 26.1K - 33K Lb. GVW (CDL)	2
Truck- Trenching, wheel	2
Truck, Auger - Digger Derrick	1
Truck, Auger/Pounder	11
Truck, Bed/Utility 20 - 26K GVW	78
Truck, Bucket	4
Truck, Crew-Utility 13-16K	25
Truck, Crew-Utility 17-19K	4
Truck, Crew-Utility 9-12K	9
Truck, Ext.-Utility 9-12K	3
Truck, Ext.-Utility 9-12K 4WD	1
Truck, Infra Red Paver	4
Truck, Jet/Vac	2
Truck, Mann	1
Truck, Mason Dump 16K-20K GVW	22
Truck, Mason Dump 16K-20K GVW - 4WD	28
Truck, Mixer Cement - Misc.	3
Truck, Pickup 1 Ton Crew Cab	100
Truck, Pickup 1/2 Ton Crew Cab	2
Truck, Pickup 1/2 Ton Crew Cab - 4WD	66
Truck, Pickup 1/2 Ton Ext. Cab	33
Truck, Pickup 1/2 Ton Ext. Cab - 4WD	94
Truck, Pickup 3/4 Ton	24
Truck, Pickup 3/4 Ton - 4WD	6
Truck, Pickup 3/4 Ton Ext. Cab	2
Truck, Pressure Digger	1
Truck, Rack Body 2 Axle > 33K	10
Truck, Rack Body 2 Axle 10K-15K GVW	1
Truck, Rack Body 2 Axle 21K-26K GVW	24
Truck, Rack Body 2 Axle 26-33K	2
Truck, Reg-Utility 13-16K	1
Truck, Reg-Utility 17-19K	2
Truck, Reg-Utility 9-12K	23
Truck, Rodding	6
Truck, Roll-Off	1
Truck, S/A Dump < 26K GVW	25
Truck, S/A Dump 26K-35K GVW	8
Truck, S/A Dump 36K-45K GVW	33
Truck, Tandem Dump	1
Truck, Tire w/Lift Gate	2

Truck, Tractor 3 Axle > 60K	11
Truck, Tractor 4 Axle	3
Truck, Tri-Axle Dump	3
Truck, TV	1
Truck, Unimog	1
Truck, Vacscavator	2
Truck, Water 2 Axle To 2K gal.	4
Truck, Welding	1
Truck, Winch	18
Truck, Cab Over-Bed/Util 20-26K	1
Truck-Power Component, SK2400	1
Vac System, Roll Off 4k Gal.	1
Welder, Engine Driven > 300 Amp	13
Welder, Engine Driven Up To 300 Amp	40
Grand Total	2039

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

See attached

VIN	LICENSE PLATE	DECAL #S	MAKE	MODEL

(Attach Additional Sheet as Required)

SERIAL_NO	LicenseNo	UNIT_NO	MAKE	MODEL
1FTEW1E5XJFC89322	L90JYJ	001066	FORD	F-150 CREW CAB 4X4
1FTEW1EB6LFB70997	Z24LVK	001124	FORD	F-150 CREW CAB 4X4
1FTEW1EB4LFB70996	Z25LVK	001125	FORD	F-150 CREW CAB 4X4
1FTEW1EB5LFB70991	9EF1901	001127	FORD	F-150 CREW CAB 4X4
1FTBF2A64HEC69624	XEWZ54	010826	FORD	F-250 REG 4X2
1FTBF2A60HEC69491	XEWY98	010830	FORD	F-250 REG 4X2
1FTBF2A66HEC69625	XEWZ55	010831	FORD	F-250 REG 4X2
1FTBF2A64HEC69493	XEWY97	010833	FORD	F-250 REG 4X2
1FTBF2A64JEC83688	XGZP15	010858	FORD	F-250 REG 4X2
1FTBF2A62JEC83687	XGZP16	010860	FORD	F-250 REG 4X2
1FTEW1EB3LFB70987	Z15LVK	001114	FORD	F-150 CREW CAB 4X4
1FTEW1EB2LFB71001	Z28LVK	001117	FORD	F-150 CREW CAB 4X4
1FTEW1EB0LFB71000	Z20LVK	001118	FORD	F-150 CREW CAB 4X4
1FTEW1EB9LFB70993	Z22LVK	001120	FORD	F-150 CREW CAB 4X4
1FTEW1EB7LFB70992	Z26LVK	001121	FORD	F-150 CREW CAB 4X4
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1FTBF2B69GEA93201	XDKT82	010809	FORD	F-250 REG 4X4
1FTBF2B67GEC07552	XEBW88	010815	FORD	F-250 REG 4X4
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1FTEX1EB3KKC55850	W53KXE	001073	FORD	F-150 EXT CAB 4X4
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3FRWF6FJ9CV387206	XY775X	T00764	FORD	F-650 4X2
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3FRWF6FJ6CV387177	XY797X	T00757	FORD	F-650 4X2
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1FT8W3A65JEC83649	XGVJ41	010869	FORD	F-350 CREW 4X2
1FT8W3A61JEC84085	XGZP76	010871	FORD	F-350 CREW 4X2
1FT8W3A69JEC83654	XGVJ46	010872	FORD	F-350 CREW 4X2
1FT8W3A67JEC83636	XHFM24	010873	FORD	F-350 CREW 4X2
1FT8W3A68JEC83645	XGTY82	010876	FORD	F-350 CREW 4X2
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1FT8W3A69JEC83637	XGZP41	010878	FORD	F-350 CREW 4X2
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1FT8W3A62JEC83639	XGZP42	010880	FORD	F-350 CREW 4X2
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1FVACWDT09HAK4484	XHZA42	020823	FREIGHTLINER	M2-106
1FVACWDT68HZ59603	XPEB35	020824	FREIGHTLINER	M2-106
1FVACWDT3ADAP6395	XCNS86	020825	FREIGHTLINER	M2-106
1FVACWDT8CDBF8699	XCZM23	020827	FREIGHTLINER	M2-106
1FVACWDT2ADAR5956	XCYPH91	020828	FREIGHTLINER	M2-106
1FVACWDT88HAA9225	XDGG64	020829	FREIGHTLINER	M2-106
1FVACWDT58HAC5771	XDGG65	020830	FREIGHTLINER	M2-106
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5PVNJ8JPXD4S50809	XDHH55	020852	HINO	268
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5PVNJ8JM894S50109	XDHH54	020854	HINO	268
1FVACWDT0ADAM9798	XDHJ37	020855	FREIGHTLINER	M2-106
5PVNJ8JM1C4S50346	XDHJ38	020856	HINO	268
5PVNJ8JM4D4S50407	XDHK83	020857	HINO	268
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1FVACWDT4BDBC9022	XDHL35	020870	FREIGHTLINER	M2-106
5PVNJ8JM7D4S50398	XDHM38	020871	HINO	268
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1FVACWDT9EHFP4101	XDHM96	020875	FREIGHTLINER	M2-106
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1FDRF3E60JEC83603	XGZP56	020885	FORD	F-350 REG 4X2 SRW
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1FDRF3E69LED62237	XKJN35	020939	FORD	F-350 REG 4X2 SRW
1FDRF3E60LED62238	XKJM94	020940	FORD	F-350 REG 4X2 SRW
1FDRF3E69LED62240	XKJP21	020942	FORD	F-350 REG 4X2 SRW
1FD8X3E64KEF05599	XHZA17	020917	FORD	F-350 EXT 4X2 SRW
1FD8X3E67KEF05600	XHZA16	020918	FORD	F-350 EXT 4X2 SRW
1FD8X3F63HEC69521	XEWZ29	020865	FORD	F-350 EXT 4X4 SRW

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5PVNJ8JM7D4S50384	XGJP92	020909	HINO	268
1FVACWDT6CDBW5557	XGZA29	020910	FREIGHTLINER	M2-106
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1FVACWDT9CDBU1611	XGZA28	020914	FREIGHTLINER	M2-106
1FVACWDT4CDBU3640	XGZA30	020915	FREIGHTLINER	M2-106
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1FVACWDT5DHFE6273	XHJW89	020930	FREIGHTLINER	M2-106
1FVACWDT7DHFE6274	XHXA10	020931	FREIGHTLINER	M2-106
1FVACWDT3DHFE6272	XHXZ97	020932	FREIGHTLINER	M2-106
3ALACWDT1FDGK9907	XNWJ54	020933	FREIGHTLINER	M2-106
3ALACWDT3FDGG9644	XJKP40	020934	FREIGHTLINER	M2-106
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1FDUF5HT1FEA08286	XCGU64	060799	FORD	F-550
1FDUF5HT6FED45892	XDEH43	060800	FORD	F-550
1FDUF5HT4GEA66779	XDKU14	060807	FORD	F-550 4X4
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1FDUF5HT3HED00055	XKJY59	060832	FORD	F-550 4X4
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1FVACWDC87HY75894	XBJK71	T00780	FREIGHTLINER	M2-106
1FVACWDC77HY75952	XBJK69	T00781	FREIGHTLINER	M2-106
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7436	null	150267	KOMATSU	PC88MR-10
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7625	null	150274	KOMATSU	PC88MR-10
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DX201612	null	120155	CATERPILLAR	299D2
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DWPSK600EH0000115	null	120159	DITCHWITCH	SK600
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SWL02461	483EZ	130140	CATERPILLAR	938K
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J3R06678	321GW	130147	CATERPILLAR	938M
J3R06522	392GW	130148	CATERPILLAR	938M
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R4A02495	null	130139	CATERPILLAR	950K
EMB00299	453EZ	130141	CATERPILLAR	950M
EMB00305	531GB	130142	CATERPILLAR	950M
EMB01179	133BG	130143	CATERPILLAR	950M
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5166	null	440001	SOILMEC	SR-45
1471	null	PR0001	JUNTTAN	PM23LC
98-0745	null	460016	APE	50E
3975R	null	PH0001	VULCAN	01
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41-0208109	null	PH0015	CONMACO	12500000
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null	null	470012	VIKING	150MM
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610589	null	480003	PENGO	RV100
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21200114	null	180007	ASPHALT ZIPPER	212B
1510001RH2460	null	180009	ROAD HOG	RH4060
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AZ-0239	null	180010	ASPHALT ZIPPER	AZ-300
AZ0287	null	180011	ASPHALT ZIPPER	AZ-300
AZ-0374	null	180012	ASPHALT ZIPPER	AZ-300
AZ-0375	null	180013	ASPHALT ZIPPER	AZ-300
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GC500003	null	XA1002	GENESIS CYCLONE	GC550MR

NONE	null	XA1001	RICKS RIG	SERIES 2000
900-800-238	null	CF0001	GOMACO	C-450-X
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20255032	null	200178	WACKER	RTX-SC2
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24311747	null	200204	WACKER	RTLX-SC3
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2810	null	VP0013	LINE WARD	LINE LAYER
2815	null	VP0016	LINE WARD	LINE LAYER
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XAA10169	null	150283	CATERPILLAR	325F
6996	null	150301	KOMATSU	PC238USLC-11
7003	null	150302	KOMATSU	PC238USLC-11
KNE00276	null	150257	CATERPILLAR	335FCRTCM
KNE00562	null	150269	CATERPILLAR	335FCRTCM
KNE00619	null	150270	CATERPILLAR	335FCRTCM
KNE00695	null	150271	CATERPILLAR	335FCRTCM
KNE00697	null	150272	CATERPILLAR	335FCRTCM
A40489	null	150250	KOMATSU	PC490LC-10
210058	null	150292	VOLVO	PL3005D
A40340	null	H00223	KOMATSU	PC490LC-10
KLL00521	null	170057	CATERPILLAR	D3K2-LGP
KLL00522	null	170058	CATERPILLAR	D3K2-LGP
OKLL00702	null	170060	CATERPILLAR	D3K2-LGP
24311750	null	200207	WACKER	RTLX-SC3
24343078	null	200210	WACKER	RTLX-SC3
24347867	null	200211	WACKER	RTLX-SC3
24344764	null	200212	WACKER	RTLX-SC3
24343034	null	200213	WACKER	RTLX-SC3

24345797	null	200214	WACKER	RTLX-SC3
24343031	null	200215	WACKER	RTLX-SC3
24305502	null	200224	WACKER	RTLX-SC3
24232984	null	200225	WACKER	RTLX-SC3
101720128192	null	200234	BOMAG	BMP8500
101720128193	null	200235	BOMAG	BMP8500
24499549	null	200238	WACKER	RTLX-SC3
24500278	null	200239	WACKER	RTLX-SC3
24502343	null	200241	WACKER	RTLX-SC3
2896	null	RX0001	MULTIQUIP	RW1403
183178	null	VR0153	INGERSOLL RAND	SD116DXF
CATCB14BK47300532	null	200169	CATERPILLAR	CB14B
CATCB14BK47300533	null	200170	CATERPILLAR	CB14B
CATCB14BK47300564	null	200171	CATERPILLAR	CB14B
CATCB14BK47300565	null	200172	CATERPILLAR	CB14B
CATCB14BL47300716	null	200182	CATERPILLAR	CB14B
10443	null	R00007	BEUTHLING	ROLLER
CAT0CB24H24002516	null	200173	CATERPILLAR	CB24B
CAT0CB24L24002790	null	200174	CATERPILLAR	CB24B
02X400146	null	200197	CATERPILLAR	CB24B
2X400745	null	200226	CATERPILLAR	CB24B
2X401020	null	200227	CATERPILLAR	CB24B
2X401021	null	200228	CATERPILLAR	CB24B
2X401025	null	200229	CATERPILLAR	CB24B
2X401044	null	200230	CATERPILLAR	CB24B
2X401045	null	200231	CATERPILLAR	CB24B
2X401238	null	200236	CATERPILLAR	CB24B
022400766	null	VR0147	CATERPILLAR	CB224E
022401509	null	VR0150	CATERPILLAR	CB224E
N005V03973E	null	210051	HYSTER	H120FT
HHKHHF09HG0001709	null	210059	HYUNDAI	30L-7A
HHKHHL07VG0000195	null	210060	HYUNDAI	50L-7A
10Y00767	null	FL0033	CATERPILLAR	V50C
60363	null	FL0036	TOYOTA	7FGU35
0160061018	null	210048	JLG	G9-43A
ML500277	431EZ	210052	CATERPILLAR	TL1055D
0160057825	null	210047	JLG	G12-55A
5434	null	RX0008	MULTIQUIP	RW1403
320577	null	RX0017	MULTIQUIP	RW1403
324985F	null	RX0022	MULTIQUIP	RW1403
201771181	null	RX0044	WACKER	RTX-SC2
20179419	null	RX0045	WACKER	RTX-SC2
20177179	null	RX0046	WACKER	RTX-SC2
20177180	null	RX0047	WACKER	RTX-SC2
20179418	null	RX0048	WACKER	RTX-SC2
140405	null	200184	MULTIQUIP	V304EH
140406	null	200185	MULTIQUIP	V304EH
140503	null	200186	MULTIQUIP	V304EH
140504	null	200187	MULTIQUIP	V304EH
150403	null	200198	MULTIQUIP	V304EH
150401	null	200200	MULTIQUIP	V304EH
150802	null	200201	MULTIQUIP	V304EH
150503	null	200202	MULTIQUIP	V304EH
160705	null	200216	MULTIQUIP	V304EH
160707	null	200217	MULTIQUIP	V304EH
160709	null	200218	MULTIQUIP	V304EH
160710	null	200219	MULTIQUIP	V304EH
160803	null	200220	MULTIQUIP	V304EH
160804	null	200221	MULTIQUIP	V304EH
171103	null	200232	MULTIQUIP	V304EH
171104	null	200233	MULTIQUIP	V304EH
658201208	null	VR0111	WACKER	RS-800A
98624084	null	VR0115	ESSICK	UNKNOWN

82801712	null	VR0122	ESSICK	VR 30
981101	null	VR0125	ESSICK	V-30
D51013	null	VR0129	INGERSOLL RAND	SX-17
120905	null	VR0157	MULTIQUIP	V304EH
130305	null	VR0161	MULTIQUIP	V304EH
120803	null	VR0162	MULTIQUIP	V304EH
120805	null	VR0163	MULTIQUIP	V304EH
130402	null	VR0164	MULTIQUIP	V304EH
130404	null	VR0165	MULTIQUIP	V304EH
20141302	null	200181	VIBCO	GR3200
20191619	null	200237	VIBCO	GR3200
VG0235	null	VR0168	INGERSOLL RAND	SX170H
187869	null	VR0154	INGERSOLL RAND	SD-77DX
OL8H00731	null	200175	CATERPILLAR	CS56B
166201	null	VR0133	INGERSOLL RAND	SD115D
182797	null	VR0151	INGERSOLL RAND	SD116DXF
186973	null	VR0152	INGERSOLL RAND	SD116DXF
0160061129	null	210049	JLG	G12-55A
ML700258	465EZ	210053	CATERPILLAR	TL1055D
DHW00801	null	210054	CATERPILLAR	TL1255C
ML700420	UJ872	210055	CATERPILLAR	TL1255D
ML700604	null	210056	CATERPILLAR	TL1255D
ML700776	331GW	210057	CATERPILLAR	TL1255D
ML700783	792GV	210058	CATERPILLAR	TL1255D
ML700178	null	210061	CATERPILLAR	TL1255D
ML700322	null	210062	CATERPILLAR	TL1255D
4100867	null	SL0001	MEC	LIFT
null	null	310001	JFC	JFC
1FTBF2A61LED72265	XKCR38	010902	FORD	F-250 REG 4X2
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1FT8W3A65LED62175	XKJP20	010909	FORD	F-350 CREW 4X2
1FDUF5GT3LED62257	XKJW97	060905	FORD	F-550
24495774	null	200242	WACKER	RTLX-SC3
CE0000441	null	320017	JOHN DEERE	BA84
AT349600	null	320029	JOHN DEERE	SSLA
2X402252	null	200246	CATERPILLAR	CB24B
33485	LS644	320020	LAYMOR	6HC
34382	801BY	320021	LAYMOR	6HC
201447	433BL	320031	BROCE	BW-260
201448	744GV	320032	BROCE	BW-260
201449	754GV	320033	BROCE	BW-260
201446	541GB	320034	BROCE	BW-260
202031	272JF	320035	BROCE	BW-260
202034	271JF	320036	BROCE	BW-260
3002751336	313GW	360129	MAGNUM PRO	MLT3060
263647UCG823	UJ803	LT0025	INGERSOLL RAND	L64H
248553UGE824	SC491	LT0029	INGERSOLL RAND	L64H
287744UCI823	UJ893	LT0034	INGERSOLL RAND	L64H
6356368728	null	LT0058	INGERSOLL RAND	LIGHTSOURCE
404110	null	LT0062	INGERSOLL RAND	LIGHTSOURCE
466724	null	360063	DOOSAN	L20WIZ-60HZ-T41
468006UKYF50	29EC	360064	DOOSAN	L20WIZ-60HZ-T41
5F11S101XE1002044	null	370136	WANCO	WTSP55-LSA
5F11S1011E1002045	WX364	370137	WANCO	WTSP55-LSA
5F11S1013E1002046	UV851	370138	WANCO	WTSP55-LSA
5F11S1017E1002048	UV845	370140	WANCO	WTSP55-LSA
5F11S1019E1002049	null	370141	WANCO	WTSP55-LSA
5F1151019F1001792	423EZ	370142	WANCO	WTSP55-LSA
5F1151012F1001794	402EZ	370143	WANCO	WTSP55-LSA
5F1151017F1001791	421EZ	370144	WANCO	WTSP55-LSA
5F11S1010F1001793	403EZ	370145	WANCO	WTSP55-LSA
5F11S1012F1003271	null	370146	WANCO	WTSP55-LSA
5F11S1015B1000939	451EZ	370147	WANCO	WTSP55-LSA

5F11S1015B1000942	452EZ	370148	WANCO	WTSP55-LSA
5F11S1017C1000006	SC444	370149	WANCO	WTSP55-LSA
5F11S1013C1004408	492EZ	370150	WANCO	WTSP55-LSA
5F11S1019C1004414	null	370151	WANCO	WTSP55-LSA
5F11S1016C1004421	485EZ	370152	WANCO	WTSP55-LSA
5F11S1010C1002874	null	370154	WANCO	WTSP55-LSA
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5F11S1011C10000017	445EZ	370156	WANCO	WTSP55-LSA
5F11S1015B1000940	434EZ	370157	WANCO	WTSP55-LSA
5F11S101191002939	441EZ	370158	WANCO	WTSP55-LSA
202033	null	320037	BROCE	BW-260
202032	275JF	320038	BROCE	BW-260
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SM30035256	YN854	320014	LAYMOR	SM300
33109	SC491	320018	LAYMOR	8HC
35414	845BY	320019	LAYMOR	SM300
36002	401EZ	320022	LAYMOR	SM300
36004	422EZ	320023	LAYMOR	SM300
36003	425EZ	320024	LAYMOR	SM300
36006	424EZ	320025	LAYMOR	SM300
35304	UJ895	320027	LAYMOR	SM300
37001	null	320028	LAYMOR	SM300
32649	null	MS0007	LAYMOR	8HC
0311KV	null	320026	JOHN DEERE	SSLA
1002150	523GB	360067	MAGNUM PRO	MLT3060
1003937	472EZ	360069	MAGNUM PRO	MLT3060
0900495	null	360070	MAGNUM PRO	MLT3060
1002424	453EZ	360071	MAGNUM PRO	MLT3060
1002053	443EZ	360072	MAGNUM PRO	MLT3060
1002076	461EZ	360073	MAGNUM PRO	MLT3060
1003489	433EZ	360074	MAGNUM PRO	MLT3060
1004096	455EZ	360075	MAGNUM PRO	MLT3060
0901333	451EZ	360076	MAGNUM PRO	MLT3060
1000935	YN771	360077	MAGNUM PRO	MLT3060
5AJLS1415DB310199	473EZ	360078	MAGNUM PRO	MLT3060
5AJLS1411EB411659	485EZ	360079	MAGNUM PRO	MLT3060
5AJLS1418EB411660	495EZ	360080	MAGNUM PRO	MLT3060
5AJLS141XEB411658	472EZ	360081	MAGNUM PRO	MLT3060
5AJLS141XEB411661	474EZ	360082	MAGNUM PRO	MLT3060
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5AJLS1418EB411657	493EZ	360084	MAGNUM PRO	MLT3060
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5AJLS1412EB411654	484EZ	360086	MAGNUM PRO	MLT3060
3002489784	UJ862	360103	MAGNUM PRO	MLT3060
3002489790	UV832	360104	MAGNUM PRO	MLT3060
3002489791	742GV	360105	MAGNUM PRO	MLT3060
3002489792	544GB	360106	MAGNUM PRO	MLT3060
3002489821	734GV	360107	MAGNUM PRO	MLT3060
3002489795	525GB	360108	MAGNUM PRO	MLT3060
3002489796	733GV	360109	MAGNUM PRO	MLT3060
3002489797	461EZ	360110	MAGNUM PRO	MLT3060
3002489798	SB303	360111	MAGNUM PRO	MLT3060
3002489822	UY311	360112	MAGNUM PRO	MLT3060
3002489800	UJ863	360113	MAGNUM PRO	MLT3060
3002489801	SB313	360114	MAGNUM PRO	MLT3060
3002489793	725GV	360115	MAGNUM PRO	MLT3060
3002751323	732GV	360116	MAGNUM PRO	MLT3060
3002751324	305GW	360117	MAGNUM PRO	MLT3060
3002751325	731GV	360118	MAGNUM PRO	MLT3060
3002751326	753GV	360119	MAGNUM PRO	MLT3060
3002751327	312GW	360120	MAGNUM PRO	MLT3060
3002751328	755GV	360121	MAGNUM PRO	MLT3060
3002751329	543GB	360122	MAGNUM PRO	MLT3060

3002751330	745GV	360123	MAGNUM PRO	MLT3060
3002751331	791GV	360124	MAGNUM PRO	MLT3060
3002751332	545GB	360125	MAGNUM PRO	MLT3060
3002751333	743GV	360126	MAGNUM PRO	MLT3060
3002751334	735GV	360127	MAGNUM PRO	MLT3060
3002751335	722GV	360128	MAGNUM PRO	MLT3060
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5F11S101391000609	431EZ	370160	WANCO	WTSP55-LSA
4GM1A0918G1528042	UV832	370162	SOLAR TECH	AB-0155
4GM1A091XG1528043	464EZ	370163	SOLAR TECH	AB-0155
4GM1A0911G1528044	WX322	370164	SOLAR TECH	AB-0155
4GM1A0913G1528045	VZ592	370165	SOLAR TECH	AB-0155
2814	null	VP0017	LINE WARD	LINE LAYER
2813	null	VP0018	LINE WARD	LINE LAYER
2852	null	VP0019	LINE WARD	LINE LAYER
2853	null	VP0020	LINE WARD	LINE LAYER
2855	null	VP0022	LINE WARD	LINE LAYER
1VRM112L851002690	null	DW0009	VERMEER	LM42
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HOP053995	823AT	800403	ATLAS COPCO	XAS185
HOP053996	534GB	800404	ATLAS COPCO	XAS185
HOP053997	MW333	800405	ATLAS COPCO	XAS185
HOP053998	WN493	800406	ATLAS COPCO	XAS185
HOP053999	WN495	800407	ATLAS COPCO	XAS185
HOP056475	WX373	800408	ATLAS COPCO	XAS185
HOP056476	SB314	800409	ATLAS COPCO	XAS185
HOP056474	555GB	800410	ATLAS COPCO	XAS185
HOP056417	335GW	800411	ATLAS COPCO	XAS185
HOP055572	741GV	800412	ATLAS COPCO	XAS185
HOP056477	553GB	800413	ATLAS COPCO	XAS185
HOP056415	315GW	800414	ATLAS COPCO	XAS185
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HOP056419	334GW	800416	ATLAS COPCO	XAS185
HOP056418	791GV	800417	ATLAS COPCO	XAS185
HOP055576	752GV	800418	ATLAS COPCO	XAS185
HOP055573	542GB	800419	ATLAS COPCO	XAS185
493432	815GY	800426	DOOSAN	C185
493433	811GY	800427	DOOSAN	C185
493116	812GY	800428	DOOSAN	C185
493434	273JF	800429	DOOSAN	C185
490943	814GY	800430	DOOSAN	C185
493431	233JF	800431	DOOSAN	C185
489329	231JF	800432	DOOSAN	C185
493114	234JF	800433	DOOSAN	C185
DEQ151519	null	900038	ATLAS COPCO	MB1200D
DEQ151521	null	900039	ATLAS COPCO	MB1200D
DEQ160612-4W23142-3	null	900041	ATLAS COPCO	MB1200
DEQ160332-4W23142-2	null	900042	ATLAS COPCO	MB1200
DEQ160333-4W23142-1	null	900043	ATLAS COPCO	MB1200
EQ25893	null	900051	ATLAS COPCO	MB1200
179611	null	SP0002	FOECKERSPERGER	FSP17
180024	null	SP0003	FOECKERSPERGER	FSP18
08DFE0249	null	760001	MAC	800G
L841164	null	SR0001	SRECO	SEWER RODDER
PDL-2019	null	SR0003	SRECO	RTM-3
PDAM2127	null	SR0008	SRECO	RTM-3
PDL2161	null	SR0009	SRECO	RTM-3
48470-187	LS64	SR0010	CHAMPION	SEWER RODDER
1C9FS1629WB479414	null	SR0013	CHAMPION	SEWER RODDER
1C9FS1627WB479415	null	SR0014	CHAMPION	SEWER RODDER
L932062	UJ875	SR0016	SRECO	SEWER RODDER
KEB15XGH190344	RT781	790019	MARATHON	KEB115T
KEB151GH190345	WX371	790020	MARATHON	KEB115T

KEB153GH190346	443BL	790021	MARATHON	KEB115T
2M9KEB154HH190369	WX373	790022	MARATHON	KEB115T
2M9KEB150HH190370	804BY	790023	MARATHON	KEB115T
2M9KEB154HH190372	UV805	790024	MARATHON	KEB115T
2M9KEB156HH190373	873AK	790025	MARATHON	KEB115T
15865	null	TK0008	AEROIL	KET80
15864	null	TK0009	AEROIL	KET80
16530	null	TK0010	AEROIL	HET80
4500A1011ER046490	null	800360	ATLAS COPCO	XAS185
4500A1013ER046491	null	800361	ATLAS COPCO	XAS185
4500A1014DR045963	null	800362	ATLAS COPCO	XAS185
4500A101XDR044882	null	800363	ATLAS COPCO	XAS185
464718UFYF24	null	800364	DOOSAN	P185WDZ
464717UFYF24	null	800365	DOOSAN	P185WDZ
464716UFYF24	845BY	800366	DOOSAN	P185WDZ
464715UFYF24	SB304	800367	DOOSAN	P185WDZ
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4500A101XFR049471	435EZ	800377	ATLAS COPCO	XAS185
HOP050357	444EZ	800378	ATLAS COPCO	XAS185
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HOP050666	495EZ	800382	ATLAS COPCO	XAS185
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HOP050669	441EZ	800385	ATLAS COPCO	XAS185
HOP050894	455EZ	800386	ATLAS COPCO	XAS185
HOP050895	UJ811	800387	ATLAS COPCO	XAS185
HOP050712	462EZ	800388	ATLAS COPCO	XAS185
HOP050713	463EZ	800389	ATLAS COPCO	XAS185
HOP050714	871AK	800390	ATLAS COPCO	XAS185
HOP050674	VZ593	800391	ATLAS COPCO	XAS185
HOP050679	475EZ	800392	ATLAS COPCO	XAS185
HOP050682	471EZ	800393	ATLAS COPCO	XAS185
HOP052799	482EZ	800397	ATLAS COPCO	XAS185
HOP052801	522GB	800398	ATLAS COPCO	XAS185
HOP052930	521GB	800399	ATLAS COPCO	XAS185
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H181870	null	900058	HAMMER	FX1700
H202511	null	900065	HAMMER	FX1300
H202512	null	900066	HAMMER	FX1300
807	null	HRAM20	STANLEY	MB40EXS
DEQ260320-4W23144-1	null	900044	ATLAS COPCO	HB2000
DEQ160763-EQ0024405	null	900045	ATLAS COPCO	HB2000
DEQ171582	null	900057	ATLAS COPCO	HB2000
DEQ130352	null	HRAM26	ATLAS COPCO	HB2500D
H201669	null	900062	HAMMER	FX1300
H201670	null	900063	HAMMER	SB250
DEQ130654	null	HRAM27	ATLAS COPCO	HB3100D
DEQ131053	null	HRAM28	ATLAS COPCO	HB3100D
DEQ141695	null	900034	ATLAS COPCO	HB4100D
985 / 369138	null	HRAM25	STANLEY	MB100EX
DEQ130534	null	HRAM29	ATLAS COPCO	HB4100D
2025	null	HPLT01	STANLEY	11000

146	null	TRPL01	HUDCO	HC15
873674	null	GC0003	INGERSOLL RAND	2XRT
XG0035-925632	null	GC0004	INGERSOLL RAND	CLUB CAR
AJNU20714	null	940022	BOBCAT	3400
B3FL18060	544GB	940027	BOBCAT	3400
156104	null	RB0011	ALUM	ROWBOAT
VAZ19J98E898	null	ME0070	JACK OF SPADES	BOAT
512DE15S3HC104569	TZL80J	950355	AIR TOW	US10-55
533TC2022BC202855	TJY27K	950324	H&H	TRAILER
593200D1XF1049302	TJY21K	950325	AMERICAN HAULER	AFX610SAE
593200D11F1049303	TJY25K	950326	AMERICAN HAULER	AFX610SAE
493119	232JF	800434	DOOSAN	C185
493120	235JF	800435	DOOSAN	C185
493118	813GY	800436	DOOSAN	C185
282293UII221	UV813	C00199	INGERSOLL RAND	P185WJD
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300580UDJ221	UJ813	C00230	INGERSOLL RAND	P185WJD
301723UEJ221	UJ862	C00233	INGERSOLL RAND	P185WJD
310623UCK221	WX323	C00244	INGERSOLL RAND	P185WJD
4FVCABAA43U333184	MW355	C00272	INGERSOLL RAND	P185WJD
4FVCABAA13U333191	MW30	C00294	INGERSOLL RAND	P185WJD
4FVCABAA93U333195	MW363	C00296	INGERSOLL RAND	P185WJD
406283	454BL	C00317	INGERSOLL RAND	P185WJD
406287	451BL	C00321	INGERSOLL RAND	P185WJD
593200D18G1052524	TJY68L	950335	AMERICAN HAULER	AFX610SAE
55NBE1016K1006658	TVJ98H	950397	INTEGRITY	6X10
55NBE1018K1006659	TVJ99H	950398	INTEGRITY	6X10
55NBE1014K1006660	TVJ10J	950399	INTEGRITY	6X10
1UK500F2341030805	T94P5R	TF0178	INTERSTATE	TRAILER
5N6200D2XA1030001	TFS67D	TF0276	AMERICAN HAULER	AF610TA2
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5N6200D2XA1029995	TFS65D	TF0278	AMERICAN HAULER	AF610TA2
5JW2U0818G1130715	TST42E	950333	SURE TRAC	5X8 TRAILER
5JW2U1017H1161618	Z55TAN	950356	SURE TRAC	TRAILER
5JW2U1017H1161621	TTL10M	950359	SURE TRAC	TRAILER
109FS0617HU021826	532GB	950383	ASPHALT ZIPPER	TRAILER
109FS0610HU021926	425421X	950384	ASPHALT ZIPPER	ET0001
5JW2U1016J1216436	TTU26U	950385	SURE TRAC	5X10 TRAILER
5JW2U1011J1216439	TWH65Y	950388	SURE TRAC	5X10 TRAILER
109FS0615JU021992	525GB	950390	ASPHALT ZIPPER	TRAILER
109FS0617JU021993	NS734	950391	ASPHALT ZIPPER	TRAILER
5JW2U1018J1233531	TTU13Y	950392	SURE TRAC	5X10 TRAILER
5JW2U101XJ1233532	TTU11Y	950393	SURE TRAC	5X10 TRAILER
5JW2U1011J1233533	TZT76K	950394	SURE TRAC	5X10 TRAILER
5JW2U1013J1233534	TTU99X	950395	SURE TRAC	5X10 TRAILER
5JW1U1017K1257736	P12TBA	950402	SURE TRAC	TRAILER
5JW1U1014K1257614	TZT76D	950403	SURE TRAC	TRAILER
5JW1U1014K1253174	TVT64K	950404	SURE TRAC	TRAILER
5JW1U1015K1256990	TVT63K	950405	SURE TRAC	TRAILER
HMDPA200905	null	TF0260	JFC	JFC
1B9UT101XDL657228	null	TF0288	BELMONT	FABRIQUE PAR
112DBJ271FL079751	099335X	950308	EAGER BEAVER	B6 DOW
112DBJ273FL079752	099334X	950309	EAGER BEAVER	B6 DOW
112DBJ301FL079749	TZT38L	950320	EAGER BEAVER	B6 DOW
5JW1U1820K2260808	TVJ49N	950400	SURE TRAC	TRAILER
5JW1U1829L2278483	TWH97V	950406	SURE TRAC	TRAILER
3882	null	CTF001	CLARK	T-5
19936	null	CTF002	CLARK	T-5
4JASL1423TG000013	T83H9H	CTF004	PEQUEA	4 TON
1	null	ME0056	CROSS COUNTRY	LINING TRAILER
null	null	980000	JFC MADE	JFC
59477	null	150310	KOMATSU	PC138USLC-11
FWK417610	null	TF0033	FRUEHAUF	TRAILER

0678	null	TF0044	JFC	JFC
3ALACWDT8FDGK6437	XLHE56	020958	FREIGHTLINER	M2-106
FBF1141	null	TF0102	JFC	JFC
16JF01625T1028498	null	TF0104	BELSHE	TRAILER
431FS1826W1001037	null	TF0112	CROSS COUNTRY	TRAILER
null	null	TF0121	PEQUEA	FARM TRAILER
null	null	TF0122	PEQUEA	FARM TRAILER
425587	null	C00332	DOOSAN	P185WJD
439981	UV844	C00333	INGERSOLL RAND	P185WJD
439982	UV802	C00334	INGERSOLL RAND	P185WJD
439985	RT78	C00337	INGERSOLL RAND	P185WJD
4500A1019DR042962	841BY	C00354	ATLAS COPCO	XAS185
4500A1015DR043252	UJ80	C00355	ATLAS COPCO	XAS185
4500A1017DR043253	45BL	C00356	ATLAS COPCO	XAS185
4500A1019DR043254	WN495	C00357	ATLAS COPCO	XAS185
4500A1010DR043255	YN773	C00358	ATLAS COPCO	XAS185
4500A1012DR043256	UV864	C00359	ATLAS COPCO	XAS185
312795	WN491	C00247	INGERSOLL RAND	VHP400WCU
312608	SB325	C00249	INGERSOLL RAND	VHP400WCU
405023	822AT	C00331	INGERSOLL RAND	HP1600WCU
HOP026466	null	800394	ATLAS COPCO	XAS185
052609	null	PG0001	CAMBRIAN	D3624-6S
363905144	null	850001	PUTZMEISTER	MIXER
1A9S3UG29FA74002	TJY92K	860001	EMC2	SK2400
150361	null	880003	CORE CUT	CC6571
05961	null	890012	MCELROY	PITBULL 14
05123	null	890013	MCELROY	PITBULL 14
05151	null	890014	MCELROY	PITBULL 14
05618	null	890015	MCELROY	PITBULL 14
05114	null	890016	MCELROY	PITBULL 14
C87372	null	890006	MCELROY	AT1213001
C88788	null	890007	MCELROY	AT805506
C29617	null	SFSM06	MCELROY	AT805505
C33537	null	SFSM07	MCELROY	AT805505
C89242/C91281	null	890011	MCELROY	T618
C17240	null	FM0002	MCELROY	AT9000106
C80392	null	890003	MCELROY	PITBULL 412
C80393	null	890004	MCELROY	PITBULL 412
null	null	890005	MCELROY	PITBULL 412
C65932	null	890008	MCELROY	PITBULL 412
C78124	null	890009	MCELROY	PITBULL 412
null	null	890017	AP SMITH	S54
2826	null	900030	INDECO	HP750
3016	null	900031	INDECO	HP750
3022	null	900032	INDECO	HP750
3015	null	900033	INDECO	HP750
777A1013	null	900035	ALLIED	BR777
3461	null	900040	INDECO	HP750
555A1562	null	900053	ALLIED	BR555
H202571	null	900064	HAMMER	SB70
1690	null	HGRAM18	STANLEY	MB-356
7252940	482EZ	810171	MULTIQUIP	DCA45SSIU
NGD01145	null	810167	OLYMPIAN	G100F3
HOP121656	551GB	810168	ATLAS COPCO	QAS70
HOP121655	751GV	810169	ATLAS COPCO	QAS70
HOP121657	522GB	810170	ATLAS COPCO	QAS70
4FVGNBBB66U364860	132BG	G00158	INGERSOLL RAND	G80
684666710UBQB55	null	G00160	INGERSOLL RAND	G60
210005E/5dlbub818eh006451	471EZ	820054	MILLER	BIG BLUE 300
200193E/5dlbub81xeh006452	null	820055	MILLER	BIG BLUE 300
MF35002E	null	820058	MILLER	BIG BLUE 400
MF35003E	null	820059	MILLER	BIG BLUE 400
U1160805369	null	820074	LINCOLN	RANGER 225

U1160704314	null	820075	LINCOLN	RANGER 225
U1000308007	null	820076	LINCOLN	RANGER 250
LE041354	null	820077	MILLER	BOBCAT 250
MJ080174	null	820078	MILLER	BIG BLUE 400
MJ080410R	null	820079	MILLER	BIG BLUE 400
MJ080759R	null	820080	MILLER	BIG BLUE 400
MJ080758R	null	820081	MILLER	BIG BLUE 400
MJ080757R	null	820082	MILLER	BIG BLUE 400
MJ80756R	null	820083	MILLER	BIG BLUE 400
U1181001326	null	820084	LINCOLN	RANGER 225
JG015211	null	W00010	MILLER	WELDER
JG 113111	null	W00012	MILLER	WELDER
JG059557	null	W00013	MILLER	WELDER
19461220	null	W00024	UNKNOWN	UNKNOWN
A1077627	null	W00028	LINCOLN	WELDER
KC263281	null	W00030	MILLER	251D
1105319	null	W00031	HONDA	WELDER
KJ258602	null	W00033	MILLER	251D
032861	null	W00034	UNKNOWN	UNKNOWN
KJ245411	null	W00035	MILLER	251D
U1950320807	null	W00044	LINCOLN	WELDER
5419526	null	W00045	MULTIQUIP	GLW180H
MB110016M	null	W00047	MILLER	302
KK273309	null	W00053	MILLER	BOBCAT 225
MG130054E	null	820060	MILLER	BIG BLUE 400
MG130056E	null	820061	MILLER	BIG BLUE 400
MG130068E	null	820063	MILLER	BIG BLUE 400
MG130070E	null	820064	MILLER	BIG BLUE 400
U1161107854	null	820065	LINCOLN	VANTAGE 400
MH020121R	null	820066	MILLER	BIG BLUE 400
MH020119R	null	820067	MILLER	BIG BLUE 400
MH020118R	null	820068	MILLER	BIG BLUE 400
MH020117R	null	820069	MILLER	BIG BLUE 400
MH020116R	null	820070	MILLER	BIG BLUE 400
MH020122R	null	820071	MILLER	BIG BLUE 400
MH020115R	null	820072	MILLER	BIG BLUE 400
MH020120R	null	820073	MILLER	BIG BLUE 400
null	null	830350	GODWIN	HL130M
16MPF051XCD062834	WG60	P00348	GODWIN	CD150M
843161	null	P60003	GORMAN RUPP	16C20
981402910	null	P00306	GODWIN	CD225M
9814029	UJ813	P00323	GODWIN	CD225M
2106T2892	UV844	PC0002	PUTZMEISTER	TK70
H192259	null	900060	HAMMER	SB400
H192260	null	900061	HAMMER	SB400
BES065941	null	900047	ATLAS COPCO	SB452
BES65940/EQ0025070	null	900049	ATLAS COPCO	SB452
BES080387/EQ0028095	null	900050	ATLAS COPCO	SB452
BES090949	null	900054	ATLAS COPCO	SB452
BES090950	null	900055	ATLAS COPCO	SB452
BES090951	null	900056	ATLAS COPCO	SB452
H181871	null	900059	HAMMER	FX1300
2761	null	HRAM14	STANLEY	MB30EX
431FS1427Y1000035	null	TF0126	CROSS COUNTRY	4HD14
431FS1429Y1000036	T23P5N	TF0128	CROWN	TRAILER
1TKU01421PM064224	TCM17D	TF0142	TRAILING	TK8
2580-CD	null	TF0167	JANNELL AND SON	TRAILER
TD795	T47W5N	TF0190	LEITHEISER	REEL TRAILER
109FS06167U023789	314GW	TF0221	WILLIAMSON	BT0011
1L9KZ72A52L033813	TFS90B	TF0226	LEDWELL	5 TON
FBLW1338	WX37	TF0234	RAPID TOW	FBTP3
null	UV845	TF0241	WILLIAMSON	BT0011
550FC3422ES006120	TJY97H	950304	QUALITY TRAILER	PRO-C34

5JW1U1828G3135251	TJY89L	950336	SURE TRAC	EH8518F15DOST
5JW1U1827G3135287	TJY11M	950337	SURE TRAC	EH8518F15DOST
VT455879	TAA7283	TF0095	VULCAN	TRAILER
GT48180	null	TF0096	GEORGIA	TRAILER
GT47880	null	TF0097	GEORGIA	TRAILER
GT48680	null	TF0100	GEORGIA	TRAILER
B27022495	null	TF0118	BROWN	40' BOX
130509	null	TF0119	STRICK	40' BOX
13N1482C7Y5995482	TJY76M	TF0237	FONTAINE	48' FLAT
13N1482C2Y5995499	TJY84M	TF0240	FONTAINE	48' FLAT
1TTE4B20821067114	TJY83M	TF0254	TRANSCRAFT	48X102
13N248208F1573672	TJY11K	950322	FONTAINE	48' DROP DECK
13N24820XF1573673	TJY10K	950323	FONTAINE	48' DROP DECK
13N24820XG1515824	TJY31L	950330	FONTAINE	48' DROP DECK
13N248201G1515825	TJY32L	950331	FONTAINE	48' DROP DECK
13N248203G1515826	TJY30L	950332	FONTAINE	48' DROP DECK
1DTP36Z27YG055679	TDX81F	TF0132	DORSEY	DDGTS
1DTP36Z25YG055681	null	TF0134	DORSEY	DDGTS
1DTP36Z29YG055683	T59E2Z	TF0136	DORSEY	DDGTS
ST003	null	ST0003	STRICK	40' BOX
645	null	ST0004	STRICK	40' BOX
631159	null	ST0005	FRUEHAUF	32' BOX
13447	null	ST0006	KENTUCKY	32' BOX
13171	null	ST0007	KENTUCKY	32' BOX
67V074	null	ST0015	PIKE	42' BOX
5JW1U1825G3135286	TJY12M	950338	SURE TRAC	EH8518F15DOST
5JW1U1823G3135285	TJY14M	950339	SURE TRAC	EH8518F15DOST
5JW1U1821G3135284	TJY13M	950340	SURE TRAC	EH8518F15DOST
5JW1U1825G1135249	TJY91L	950343	SURE TRAC	SS718ST
5JW1U142XG1128299	TJY76L	950344	SURE TRAC	714TBSTTL
RW3201-2016	null	950345	NORTHEAST PRECAST	GS-3208
RW3202-2016	null	950346	NORTHEAST PRECAST	GS-3208
5JW1U1823G1144645	TVH65H	950353	SURE TRAC	SS718ST
11DBJ292JL082636	212946X	950396	EAGER BEAVER	B6 DOW
5JW1U1826K3260810	TVJ50N	950401	SURE TRAC	8 TON
P5K01867	null	130153	CATERPILLAR	938M
FWY235506	null	TF0035	FRUEHAUF	TRAILER
59482	null	150309	KOMATSU	PC138USLC-11
130779	MW363	TF0043	JERSEY	TRAILER
1H9FB203JI0472948	null	TF0065	HOOP	TRAILER
4KNFT1924YL161058	T47E2Z	TF0137	TOWMASTER	QT30
4KNFT1922YL161057	T48E2Z	TF0138	TOWMASTER	QT30
4KNFT2322YL163177	T32H1D	TF0153	TOWMASTER	T-30
4KNFT2324YL163178	T31H1D	TF0154	TOWMASTER	T-30
4KNFT2326YL163179	T33H1D	TF0155	TOWMASTER	T-30
4HXHD2020YC016942	null	TF0172	CARSON	TRAILER
4KNFT2021AL160538	TJY73M	TF0274	TOWMASTER	T-30
4KNFT2023AL160539	TJY71M	TF0275	TOWMASTER	T-30
112H8V373EL079495	TJY50J	950306	EAGER BEAVER	20XPT
112H8V373EL079500	TWH83Z	950307	EAGER BEAVER	20XPT
112H8V370GL081207	TRR46N	950354	EAGER BEAVER	20XPT
112H8V376HL081682	283232X	950361	EAGER BEAVER	20XPT
112H8V37XHL081684	TRR66P	950362	EAGER BEAVER	20XPT
112H8V378HL081683	TRR68P	950363	EAGER BEAVER	20XPT
112H8V373HL081686	TRR67P	950364	EAGER BEAVER	20XPT
112H8V371HL081685	TRR69P	950365	EAGER BEAVER	20XPT
1G9KS3730YA065088	TUR70S	TF0161	TRAILMAX	TRD-54-T
2B920TT2X51005121	TJY79M	TF0213	E-Z LOAD	20ART
4KNFT2022BL160243	TJY72M	TF0282	TOWMASTER	T-40
112H8V378EL078990	TMF55T	TF0298	EAGER BEAVER	20XPT
112H8V371EL078992	TMF56T	TF0299	EAGER BEAVER	20XPT
112H8V373EL078993	TMF54T	TF0300	EAGER BEAVER	20XPT
112H8V379EL078994	TMF57T	TF0301	EAGER BEAVER	20XPT

112H8V377EL078995	TUR71V	TF0302	EAGER BEAVER	20XPT
112H8V375EL078996	TMF59T	TF0303	EAGER BEAVER	20XPT
5JW1D081XF2101978	TNM28T	950310	SURE TRAC	DT6208-5LPST
4P5D91623G3018416	TJY70L	950334	PJ	D9
4P5D91628J1284680	TTA41V	950389	PJ	D9
40FSK5436H1036086	T38TAL	950366	TALBERT	T4DW
40FAK0513H1036087	TRR29R	950407	TALBERT	T4DW
40FSK594381027945	L74TBV	TF0227	TALBERT	T4DW-65-HRG-1-T1-DS
40FSK594381027946	THN70N	TF0297	TALBERT	T4DW-65-HRG-1-T1-DS
5JYDF482XJED06970	TRR86P	950367	DORSEY	48' DROP
5JYDF4821JED06971	Z56TAN	950368	DORSEY	48' DROP
5JYDF4823JED06972	TRR88P	950369	DORSEY	48' DROP
5JYDF4825JED06973	TRR89P	950370	DORSEY	48' DROP
5JYDF4827JED06974	S88TAL	950371	DORSEY	48' DROP
F0853566	null	TF0055	FONTAINE	TRAILER
0160112693	803BY	210063	JLG	G12-55A
7KYFB482XNED33524	TYR38G	950416	DORSEY	48' FLAT
59481	null	150311	KOMATSU	PC138USLC-11
1FTEX1EB8MFA39309	Z61LVK	001140	FORD	F-150 EXT CAB 4X4
1FTFW1E52MFA39307	Z56LVK	001141	FORD	F-150 CREW CAB 4X4
1H9500D17L1001498	TWT95K	950408	HAUL ABOUT	PAN6105AE3
1FT8W3A69LED62177	XHLN28	010912	FORD	F-350 CREW 4X2
1FDUF5GT2LED62251	XKJU27	060899	FORD	F-550
57300	null	150303	KOMATSU	PC138USLC-11
ONDJ21224	null	150304	CATERPILLAR	325F
CF900971	null	810173	CATERPILLAR	XQ60
CBG32-221-2/3-1116	null	930009	PEMBERTON	CBG32
1H9500J28L1002723	TWT96K	950411	HAUL ABOUT	PAN6105AE3
1VR11069Y1000606	null	MMS004	VERMEER	ST750A
18158	null	970079	RAUSCH	MC50
M5T04551	null	130154	CATERPILLAR	950GC
3ALACXD24NDNJ1472	AX227X	030803	FREIGHTLINER	M2-106
40FR03623N5041490	TYR76J	950413	TALBERT	TAG-A-LONG
CTK7218	TJY45M	310187	KARI KOOL	WATER
U1210403327	null	820087	LINCOLN	GXT 250
U1210404201	null	820088	LINCOLN	GXT 250
9930000	null	993000	JFC MADE	JOB SERVICES/FAB
null	null	920000	JFC MADE	JFC
1FDRF3E63MEC91988	XKJX62	020951	FORD	F-350 REG 4X2 SRW
U1210402851	null	820089	LINCOLN	RANGER 225
148979	null	880004	CORE CUT	CC6571
XBE00518	null	150320	CATERPILLAR	335FCRTCM
XBE10006	null	150321	CATERPILLAR	335FCRTCM
KRE901657	null	150323	CATERPILLAR	303.5E2
H9X01773	922JN	140221	CATERPILLAR	420XE
H9X01544	945JN	140225	CATERPILLAR	420XE
U1200805175	null	820085	RANGER	GTX
1FT8W3A64MEC91990	XKJX20	010920	FORD	F-350 CREW 4X2
1FT8W3A68MEC91992	XKJX13	010922	FORD	F-350 CREW 4X2
1FT8W3A6XMEC91993	XKJX22	010923	FORD	F-350 CREW 4X2
1FDRF2E63MEC92493	XKJX58	020948	FORD	F-350 CREW 4X2
1FD8W3E6XMEC92003	XKJX60	020949	FORD	F-350 CREW 4X2 SRW
16V1D2126M5032016	TYG88Y	950415	HECT TRAILERS	DT7X16
035750A	null	900067	INDECO	HP2000
3ALACWDT9FDGH0202	XJKT90	020938	FREIGHTLINER	M2-106
1FDRF3G64LED62241	XKJM98	020943	FORD	F-350 REG 4X2 DRW
1FTBF2A69NED92105	XLUW80	010934	FORD	F-250 REG 4X2
1FTBF2A61NED92079	XLHM70	010937	FORD	F-250 REG 4X2
1FT7X2A67NEE51414	K85RPA	010938	FORD	F-250 EXT 4X2
1FT7X2A67NED92106	X80RYR	010939	FORD	F-250 EXT 4X2
1FT8W3A64NED92089	XLHM73	010941	FORD	F-350 CREW 4X2
1FT8W3A68NED92094	XLHM78	010946	FORD	F-350 CREW 4X2
1FT8W3A6XNED92095	XLHM79	010947	FORD	F-350 CREW 4X2

1FT8W3A63NED92097	XLHM81	010949	FORD	F-350 CREW 4X2
1FT8W3A67NED92099	XLHM83	010951	FORD	F-350 CREW 4X2
H9X01774	471BL	140226	CATERPILLAR	420XE
H9X01553	823AT	140227	CATERPILLAR	420XE
null	null	480019	PRODIG	DRIVER
T8200693	453BL	210066	CATERPILLAR	TL1255
1FMCU0EZ3NUA84044	K18NJR	001163	FORD	ESCAPE
1FMCU0EZ5NUA85017	K16NJR	001164	FORD	ESCAPE
1FTEX1EB4NFB50554	D16NYY	001167	FORD	F-150 EXT CAB 4X4
1FTEX1EB8NKE27374	D17NYY	001175	FORD	F-150 EXT CAB 4X4
1FDWF7DC1NDF07362	XLUX13	030802	FORD	F-750
1FTEX1EB6NKE82874	D56NYY	001181	FORD	F-150 EXT CAB 4X4
1FTEW1EB1NFB50577	D34NYY	001196	FORD	F-150 CREW CAB 4X4
1FTEW1EB4NFB50492	H51PPZ	001198	FORD	F-150 CREW CAB 4X4
9795670908LINK2857	null	820093	LINCOLN	RANGER 225
1FD8W3G60MEC92007	XKJX61	020950	FORD	F-350 CREW 4X2 DRW
1FT8W3A65MEC91996	XKJX23	010924	FORD	F-350 CREW 4X2
1FMCU9G69MUA52544	A22LVL	001147	FORD	ESCAPE
1FTEX1EBMFA39310	A28LVL	001154	FORD	F-150 EXT CAB 4X4
1T0330GMJKF357739	null	120163	JOHN DEERE	330G
RC1200071	null	930007	VACUWORX	RC12
1FDRF3E60NED92083	XLUW91	020970	FORD	F-350 REG 4X2
1FD8W3E66NED92102	XLHM86	020975	FORD	F-350 CREW 4X2 SRW
203008	862AK	320041	BROCE	BW-260
1FDXF7DX9NDF07343	AY644B	090805	FORD	F-750
JRE901336	null	150322	CATERPILLAR	303.5E2
10150	null	150307	KOMATSU	PC88MR-11
1T0BR84XEJ0000403	null	320030	WORKSITE	BROOM
3AKNGND19MDMS6437	AZ814L	080776	FREIGHTLINER	122SD
5JWCA162XPP531517	TZS50X	950422	CAM	P7CAM616LPHD
NNM417086	null	120166	CASE	TV450B
DWPSK900PP0000345	null	120169	DITCHWITCH	SK900
1DST522P5N1702140	TZY87Y	950428	DITCHWITCH	HX30GA
CAT0XQ60VCF901653	null	810175	CATERPILLAR	XQ60
CAT00335EXBE10429	null	150330	CATERPILLAR	335
T53820	null	830351	GODWIN	CD300M
9284	null	150305	KOMATSU	PC88MR-10
86841	null	130159	KOMATSU	WA320-8
86842	443EZ	130160	KOMATSU	WA320-8
1FMSK8FH6NGB19180	H12PPZ	001162	FORD	EXPLORER XLT
4V5KH9EH7NN600660	AY476C	090806	VOLVO	VHD86B300
4V5KH9EH4NN600664	AY477C	090807	VOLVO	VHD86B300
U1220801977	null	820092	LINCOLN	RANGER 225
77-2544-1008	null	350011	EASTCOM	LMX200
5JWCA1624PP531688	TZS52X	950424	CAM	P7CAM616LPHD
NNM417076	null	120168	CASE	TV450B
1FDRF3E61MEC91987	XKJX63	020952	FORD	F-350 REG 4X2 SRW
1FTEX1EBMFA39310	Z58LVK	001132	FORD	F-150 EXT CAB 4X4
5B5PBLC10PH012807	TZZ58F	950431	PREMIER	LT510-5K-SB
H9X02488	844BY	140228	CATERPILLAR	420XE
7KYFB4823RED42037	TVA33K	950437	DORSEY	FB-48
7KYDF5328RED42088	R88TAS	950438	DORSEY	DF-48
7KYDF532XRED42089	R89TAS	950439	DORSEY	DF-48
3AKJHLDV9RSVH1205	AY330Y	080780	FREIGHTLINER	CASCADIA
1FT8W3AA8PEC52439	XNKL92	010954	FORD	F-350 CREW 4X2 SRW
1FT8W3AA9PEC52370	XNKL93	010959	FORD	F-350 CREW 4X2 SRW
1FT8W3AA0PEC52371	XNKM34	010960	FORD	F-350 CREW 4X2 SRW
1FT8W3AA2PEC52372	XNKM28	010961	FORD	F-350 CREW 4X2 SRW
1FT8W3AA4PEC52373	XNKM35	010962	FORD	F-350 CREW 4X2 SRW
1FT8W3AA3PEC72727	XNKM16	010966	FORD	F-350 CREW 4X2 SRW
1FT8W3AA2PEC72735	XNKL96	010969	FORD	F-350 CREW 4X2 SRW
1FT8W3AAXPED59167	XPAN12	010974	FORD	F-350 CREW 4X2 SRW
1FD8W3EN8PED59208	XPEB33	020990	FORD	F-350 CREW 4X2 SRW

SW018090405-035	null	870007	EZG MANUFACTURING	MMH12
3HAEUMMM7RL126477	XNNS38	090808	INTERNATIONAL	MV607
3HAEUMMM5RL126476	XNNS37	090809	INTERNATIONAL	MV607
148577	null	620015	PLUMETT	MINIJET
H223979	null	900073	HAMMER	FX1300
H223981	null	900075	HAMMER	SB300
null	null	810174	null	null
1396181001	null	880006	HUSQVARNA	FS7000D
BUJ40023H617 / 039495AF	null	940026	TRACKER	TOPPER 1436
H223978	null	900076	HAMMER	FX1300
DWPSK900AP0000496	null	120170	DITCHWITCH	SK900
CAT0CCB27E64800743	null	200251	CATERPILLAR	CB2.7
CAT0XQ60ECF901674	null	810176	CATERPILLAR	XQ60
1FD8W3G65MEC92004	XKJX64	020953	FORD	F-350 CREW 4X2 DRW
1FD8W3G69MEC92006	XKJX66	020955	FORD	F-350 CREW 4X2 DRW
1FD0W5GN2MEC92008	XKJX67	020956	FORD	F-550 CREW 4X2 DRW
1FD8W3EN3PEC52440	XNKM17	020983	FORD	F-350 CREW 4X2 SRW
null	null	997000	JFC MADE	JFC
T8201453	null	210068	CATERPILLAR	TL1255-05
CAT0XQ60CCF901675	null	810177	CATERPILLAR	XQ60
C30646	null	150327	KOMATSU	PC138USLC-11
5B5PBLC12PH012808	TZZ59F	950432	PREMIER	LT510-5K-SB
5B5PBLC14PH012809	TZZ57F	950433	PREMIER	LT510-5K-SB
5B5PBLC12PH012811	L70TBA	950435	PREMIER	LT510-5K-SB
null	null	950430	null	null
5KJNBWD12SPVG9026	AZ212B	080779	WESTERN STAR	49X
7KYEF4829RED42091	TVA35K	950441	DORSEY	EF-48
1FT8W3AA7PEC72729	XNKM18	010965	FORD	F-350 CREW 4X2 SRW
1FT8W3AA0PEC72734	XNKL95	010967	FORD	F-350 CREW 4X2 SRW
1FT8W3AA5PEC72731	XPAK11	010968	FORD	F-350 CREW 4X2 SRW
1FT8W3AA3PEC72730	XNKL98	010970	FORD	F-350 CREW 4X2 SRW
7UZFS1627RL000070	J13TAM	950448	KAUFMAN	FSW-5.2K-16D
CAT00335KXBE10288	null	150331	CATERPILLAR	335
1VR9070UCR1003247	null	600050	VERMEER	SPX25
null	null	930011	EZ SPOT UR	HD-08
493430	854AK	800448	DOOSAN	C185
1FD8W3EN4PED59206	XPAN14	020992	FORD	F-350 CREW 4X2 SRW
H232860	null	900077	HAMMER	SB350
H232861	null	900078	HAMMER	SB350
1FTEW1EP9PFD24796	A68SLV	001228	FORD	F-150 CREW CAB 4X4
1FTEW1EP3PFD24891	A14SLV	001229	FORD	F-150 CREW CAB 4X4
1FTEW1EP0PFD24718	A13SLV	001230	FORD	F-150 CREW CAB 4X4
1FTEW1EP3PFD24647	A71SLV	001231	FORD	F-150 CREW CAB 4X4
1FTEW1EP1PFD24789	A72SLV	001232	FORD	F-150 CREW CAB 4X4
1FTEW1EP0PFD24606	A73SLV	001233	FORD	F-150 CREW CAB 4X4
1FTEW1EP7PFD24764	A74SLV	001234	FORD	F-150 CREW CAB 4X4
1FTEW1EP3PFD25071	A75SLV	001235	FORD	F-150 CREW CAB 4X4
1FTEW1EP3PFD24695	A81SLV	001241	FORD	F-150 CREW CAB 4X4
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1FTEX1EP8PKG03001	D68UFX	001265	FORD	F-150 EXT CAB 4X4
1FTEX1EP3PKG03357	D67UFX	001267	FORD	F-150 EXT CAB 4X4
1FTEX1EP4PKG04467	D66UFX	001268	FORD	F-150 EXT CAB 4X4
1FTEX1EP0PKG04370	A58SLV	001269	FORD	F-150 EXT CAB 4X4
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3ALACXD22SDVY0978	AZ222M	090815	FREIGHTLINER	M2-106 PLUS
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40FR03626R5043899	L58TBG	950454	TALBERT	20T TAG
GDR00112	null	180015	CATERPILLAR	PC210
1VR9070UER1003319	null	600051	VERMEER	SPX25
1FTEW1EP3PFD25202	A82SLV	001242	FORD	F-150 CREW CAB 4X4
1FTEW1EP6PFD24481	A83SLV	001243	FORD	F-150 CREW CAB 4X4
1FTEW1EP4PFD24656	A84SLV	001244	FORD	F-150 CREW CAB 4X4

1FTEX1EP9PKG03587	D73UFX	001256	FORD	F-150 EXT CAB 4X4
1FTEX1EP0PKG03445	A25SLV	001257	FORD	F-150 EXT CAB 4X4
1FTEX1EP5PKG03263	D72UFX	001259	FORD	F-150 EXT CAB 4X4
1FTEX1EP9PKG03685	D71UFX	001260	FORD	F-150 EXT CAB 4X4
1FTEX1EP2PKG03723	D70UFX	001261	FORD	F-150 EXT CAB 4X4
1FTEX1EP6PKG03580	A59SLV	001270	FORD	F-150 EXT CAB 4X4
1FTEX1EP9PKG03539	D65UFX	001271	FORD	F-150 EXT CAB 4X4
1FTEX1EP7PKG03152	D64UFX	001272	FORD	F-150 EXT CAB 4X4
N/A	null	930010	MR MANHOLE	GOLD SERIES
970971674	null	P00322	GODWIN	DPC300
1FTEX1EP7PKG03040	V57UEU	001273	FORD	F-150 EXT CAB 4X4
1FTEX1EP8PKG04004	A60SLV	001274	FORD	F-150 EXT CAB 4X4
1FTEX1EP2PKG03236	A15SLV	001275	FORD	F-150 EXT CAB 4X4
A43981	null	150337	KOMATSU	PC490LC-11
1FVACWD20SHVY0966	XRCF47	090817	FREIGHTLINER	M2-106 PLUS
DWPSK900TR0001075	null	120171	DITCHWITCH	SK900
DJLJ202033	null	150338	CATERPILLAR	300.9D
DALJ202103	null	150340	CATERPILLAR	300.9D
40FR03620R5043896	L55TBG	950451	TALBERT	20T TAG
1FT8W3A67LED62260	XKJP13	010913	FORD	F-350 CREW 4X2
497938	null	800438	DOOSAN	C185
U1200510663	null	820086	LINCOLN	225
1FTEX1EBXMFA39313	A96SLV	001137	FORD	F-150 EXT CAB 4X4
1FTEX1EB2MFB43748	A21LVL	001156	FORD	F-150 CREW CAB 4X4
H213540	null	900069	HAMMER	FX1300
MMH1212047	null	870005	null	null
3ALACXD25NDNJ1478	AX228X	070697	FREIGHTLINER	M2
40FR03625N5041491	TYR77J	950414	TALBERT	TAG-A-LONG
CAT0966MLEJA04032	null	130157	CATERPILLAR	966M
04017	532GB	130158	CATERPILLAR	966M
1FT8W3A65NED92098	XLHM82	010950	FORD	F-350 CREW 4X2
1FTBF2A67NED92104	XLHM98	010932	FORD	F-250 REG 4X2
1FT8W3A61NED92096	XLHM80	010948	FORD	F-350 CREW 4X2
1FT8W3A6XNED92100	XLHM84	010952	FORD	F-350 CREW 4X2
1FT8W3A61NED92101	XLHM85	010953	FORD	F-350 CREW 4X2
1FDRF3E62NED92084	XLUW87	020971	FORD	F-350 REG 4X2
1FDRF3E66NED92086	XLUW88	020973	FORD	F-350 REG 4X2
1FDRF3E68NED92087	XLUW85	020974	FORD	F-350 REG 4X2
3AKJHLDV1PSUM7253	AY635M	080778	FREIGHTLINER	CASCADIA
DWPJT20BCK0000403	null	430011	DITCHWITCH	JT20
497991	null	800446	DOOSAN	C185
497972	null	800447	DOOSAN	C185
1T0330GMVKF363351	null	120164	JOHN DEERE	330G
H213541	null	900070	HAMMER	FX1300
CF901068	null	810172	CATERPILLAR	XQ60
A43054	null	150313	KOMATSU	PC490
0FJX12727	null	150314	CATERPILLAR	308E2
72D1237	null	TF0177	PIKE	48'
IJJF45265LL142030	T18R8B	TF0181	WABASH	C-96
5JYEF4823HED02421	TRR19N	950352	DORSEY	EXTENDIBLE TRAILER
5JYEF4821JED06960	TRR85P	950381	DORSEY	STRETCH TRAILER
2M5131614J1171985	TRR13R	950382	MANAC	STRETCH TRAILER
1DVDG1214FK061498	842BY	950313	IRH	300
1DVDG1219FK061495	842BY	950314	IRH	300
1DVDG1212FK061497	475BL	950315	IRH	300
1DVDG1217FK061494	474BL	950316	IRH	300
1DVDG1210FK061496	474BL	950317	IRH	300
1FTEX1EB8NFB50489	H36PPZ	001169	FORD	F-150 EXT CAB 4X4
1FTEX1EB3NFB50495	D38NYY	001170	FORD	F-150 EXT CAB 4X4
1FTEX1EBXNFB50641	D13NYY	001171	FORD	F-150 EXT CAB 4X4
1FTEX1EB5NKE19118	K33NJR	001172	FORD	F-150 EXT CAB 4X4
1FTEX1EBXNKE16828	D37NYY	001173	FORD	F-150 EXT CAB 4X4
1FTEX1EB3NKE19554	H13PPZ	001174	FORD	F-150 EXT CAB 4X4

1FTEW1EB2NFB50670	4FH3565	001201	FORD	F-150 CREW CAB 4X4
1FTEW1EB6NFB50624	D29NYY	001203	FORD	F-150 CREW CAB 4X4
5JWCA1628PP531516	TZS49X	950421	CAM	P7CAM616LPHD
5JWCA1620PP531686	TZS51X	950423	CAM	P7CAM616LPHD
N/A	null	900071	CATERPILLAR	H90
NNM417081	null	120165	CASE	TV450B
NNM417085	null	120167	CASE	TV450B
148578	null	620014	PLUMETT	MINIJET
1FVACWDT2GHHS4990	XKZM79	020957	FREIGHTLINER	M2-106
4V5KG9EH9MN281411	AX420A	030801	VOLVO	VHD84B
1FTEX1EB7MFA39317	Z57LVK	001131	FORD	F-150 EXT CAB 4X4
1FTEW1EB0MFB43747	D18NYY	001158	FORD	F-150 CREW CAB 4X4
1DBFS6211EF006620	TJY46M	310189	BRENNER	WATER
CE0000416	null	320016	JOHN DEERE	BA84
1FDUF5GT4LED62252	XKNX99	060900	FORD	F-550
24496902	null	200243	WACKER	RTLX-SC3
24496907	null	200244	WACKER	RTLX-SC3
M5T04605	null	130155	CATERPILLAR	950GC
M5T04606	null	130156	CATERPILLAR	950GC
WNMR0201AM0002537	null	200248	WACKER	RTLX-SC3
WNMR0201LM0002538	null	200249	WACKER	RTLX-SC3
3159	null	600045	LINE WARD	L2/C23
3160	null	600046	LINE WARD	L2/C23
3161	null	600047	LINE WARD	L2/C23
3162	null	600048	LINE WARD	L2/C23
1DVDC1515YA006249	T12L4S	TF0145	KIEFER	ICH1500
1DVDC1513YA006251	T11L4S	TF0149	KIEFER	ICH1500
1DVDC1513YA006573	T10L4S	TF0150	KIEFER	ICH1500
1DVDG3224YA006742	T77H1D	TF0158	KIEFER	IGT200
1DVDG12114K045613	T47R8F	TF0188	KIEFER	IRH300
1DVDC15175K049660	TJY80M	TF0209	KIEFER	ICH1500
1DVDC15195K049661	TBU82Y	TF0210	KIEFER	ICH1500
1DVDC15105K049662	TJY77M	TF0211	KIEFER	ICH1500
1DVDC15125K049663	TBU81Y	TF0212	KIEFER	ICH1500
123WM1720Y1T24087	T49H1E	TF0147	SHERMAN	SLRT-56
123WM152XX1T24075	TCM68F	TF0157	SHERMAN	SLRT-56
123WM1928X1T24067	T99L4R	TF0160	SHERMAN	SLRT-56
SG101096TCMPRS101	T57E2Y	TF0131	STEPHEN GREEN	TRAILER
H9X01550	131BG	140218	CATERPILLAR	420XE
H9X01451	YN702	140219	CATERPILLAR	420XE
H223977	null	900072	HAMMER	FX1300
H223980	null	900074	HAMMER	SB250
CAT0CB27P64800746	null	200252	CATERPILLAR	CB2.7
CAT00315JFTY20471	null	150324	CATERPILLAR	315GC
CAT00315CFTY20472	null	150325	CATERPILLAR	315GC
C30647	null	150328	KOMATSU	PC138USLC-11
1FVACWDT5EHFN6789	XKKK20	020947	FREIGHTLINER	M2-106
493576	null	800441	DOOSAN	C185
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40FAK0511M1040696	TXG33X	950410	TALBERT	TAG AXLE
M5T04095	964JJN	130152	CATERPILLAR	950GC
JWY08087	null	150306	CATERPILLAR	303.5E2
60595	null	150315	KOMATSU	PC138USLC-11
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1FD0W5GN2NED92482	XLHM90	020981	FORD	F-550 CREW 4X2 DRW
8609	null	150318	KOMATSU	PC238USLC-11
1FDYF7DX3NDF07360	AY560A	060906	FORD	F-750 4X2
1FDYF7DX5NDF07361	AY884E	060907	FORD	F-750 4X2
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3AKJHLDV3PSUM7254	AY264J	080777	FREIGHTLINER	CASCADIA
5JW1C2021N2350316	TZA47L	950420	SURE TRAC	E8520LPST1T
45LBS2018F2093993	TJY89J	950321	SEALION	BOAT TRAILER
5A4LTS1272028968	null	TF0250	LOADRITE	BOAT TRAILER

403552	null	XSPLT74	WEBER	CR8
PVR-4000-1011-8431	null	970077	VACUUM SALES INC	PVR-4000
1FTBF2A64LED62197	XKCR37	010903	FORD	F-250 REG 4X2
1FT8W3A63LED62174	XKJP18	010908	FORD	F-350 CREW 4X2
1FT8W3A67LED62176	XKJP19	010910	FORD	F-350 CREW 4X2
1FD0W5GN5LED62244	XKJP11	020946	FORD	F-550 CREW 4X2 DRW
1FDUF5GT7LED62245	XP876Z	060893	FORD	F-550
1FDUF5GT9LED62246	XP877Z	060894	FORD	F-550 REG 4X2 DRW
1FDUF5GT0LED62247	XKJU28	060895	FORD	F-550
1FDUF5GT2LED62248	XKJU32	060896	FORD	F-550
1FDUF5GT4LED62249	XKJU29	060897	FORD	F-550
1FDRF3G66LED62242	XKJP17	020944	FORD	F-350 REG 4X2 DRW
1FDUF5GT2LDA03729	XKAR46	090802	FORD	F-550 4X2
1FDXF7DXMDF07432	AW478Z	090803	FORD	F-750
5B5PBLC10PH012810	TZZ56F	950434	PREMIER	LT510-5K-SB
494303	null	800440	DOOSAN	C185
497969	null	800442	DOOSAN	C185
497968	null	800443	DOOSAN	C185
497970	null	800444	DOOSAN	C185
493435	null	800445	DOOSAN	C185
1FVHG3FE8LHLH5871	AW479Z	090804	FREIGHTLINER	114SD
H9X01770	455BL	140222	CATERPILLAR	420XE
ML703146	431BL	210064	CATERPILLAR	TL1255
PH9X01549	102JK	140223	CATERPILLAR	420XE
1FTEX1EB6NFB50636	D12NYY	001168	FORD	F-150 EXT CAB 4X4
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1FTEX1EB4NKE82601	H22PPZ	001179	FORD	F-150 EXT CAB 4X4
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1FTEX1EB8NKE19100	6FC0381	001183	FORD	F-150 EXT CAB 4X4
1FT8W3A6XLED62172	XKJP10	010906	FORD	F-350 CREW 4X2
1FDUF5GT0LED62250	XKJU31	060898	FORD	F-550
1FDUF5GT6LED62253	XKJU33	060901	FORD	F-550
1FDUF5GT8LED62254	XPJX40	060902	FORD	F-550
1FDUF5GTXLED62255	XKJU14	060903	FORD	F-550
1FDUF5GT1LED62256	XKJU30	060904	FORD	F-550
24496921	null	200245	WACKER	RTLX-SC3
2X402144	null	200247	CATERPILLAR	CB24B
1FTEX1EB9MFA39318	Z65LVK	001130	FORD	F-150 CREW CAB 4X4
1FTEX1EB3MFA39315	Z62LVK	001139	FORD	F-150 EXT CAB 4X4
1FTBF2A66MEC92025	XKJX14	010914	FORD	F-250 REG 4X2
1FTBF2A64MEC92024	XKJX18	010916	FORD	F-250 REG 4X2
FJX12462	null	150326	CATERPILLAR	308E2CRSB
1FT8W3AA5PEC72728	XNWJ13	010971	FORD	F-350 CREW 4X2 SRW
1FT8W3AA7PEC72732	XNKL97	010972	FORD	F-350 CREW 4X2 SRW
1FT8W3AA9PEC72733	XNKL99	010973	FORD	F-350 CREW 4X2 SRW
1FD8W3GN3PED59209	XPAN15	020993	FORD	F-350 CREW 4X2 DRW
1FD8W3GNXPED59210	XPAN16	020994	FORD	F-350 CREW 4X2 DRW
1FD8W3GN1PED59211	XPAN17	020995	FORD	F-350 CREW 4X2 DRW
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1FD8W3GN2PED21731	XPAJ96	020985	FORD	F-350 CREW 4X2 DRW
1FD8W3GN4PED21732	XPAJ99	020986	FORD	F-350 CREW 4X2 DRW
1FD8W3GN6PED21733	XPAJ97	020987	FORD	F-350 CREW 4X2 DRW
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5PVNV8JM0K4S51474	XHHE64	030799	HINO	338
5PVNV8JM7K4S51472	XHHE67	030800	HINO	338
1GBM7H1J9PJ106510	AF431D	T00441	GMC	TOPKICK
1GDM7H1J5SJ500246	AF327D	T00443	GMC	TOPKICK
1GDM7H1C3XJ516910	AS470W	T00502	GMC	TOPKICK

1GDM7H1C6XJ517095	AL851C	T00503	GMC	TOPKICK
1GDM7H1CXXJ516502	AS161W	T00505	GMC	TOPKICK
1GDM7H1C4XJ516611	AF446D	T00506	GMC	TOPKICK
1FDNK74P5MVA03568	AF447D	T00508	FORD	F-700
1FTEX1EB1NKE19519	K32NJR	001190	FORD	F-150 EXT CAB 4X4
1FTEX1EB7NKE16396	K31NJR	001193	FORD	F-150 EXT CAB 4X4
1FTEW1EB8NFB50608	D36NYY	001194	FORD	F-150 CREW CAB 4X4
1FTEW1EB0NFB50604	D35NYY	001195	FORD	F-150 CREW CAB 4X4
1FTEW1EB9NFB50424	D33NVY	001197	FORD	F-150 CREW CAB 4X4
1FTEW1EB1NFB50627	D32NYY	001199	FORD	F-150 CREW CAB 4X4
1FTEW1EB1NFB50501	D31NYY	001200	FORD	F-150 CREW CAB 4X4
1FTEW1EB9NFB50598	D30NYY	001202	FORD	F-150 CREW CAB 4X4
1FTEW1EB7NFB50647	D28NYY	001204	FORD	F-150 CREW CAB 4X4
DWP1CMXXPN0000163	null	870006	DITCHWITCH	1CM
1DST522E3N1702359	TZT20A	950425	DITCHWITCH	HX30A
58CB1DA14NC008138	TZS49Z	950426	BWISE	DTR510LP-5
58CB1DA12NC008459	TZS50Z	950427	BWISE	DTR510LP-5
1FTEX1EB6MFA39311	Z59LVK	001133	FORD	F-150 EXT CAB 4X4
1FTEX1EB8MFA39312	Z66LVK	001136	FORD	F-150 EXT CAB 4X4
1HTLDWPM4HH523468	X95G33	T00522	INTERNATIONAL	S1900
1GDM7H1C5XJ517251	AF453D	T00524	GMC	TOPKICK
1GBK7C1C64F505689	XHHU41	T00643	CHEVROLET	KODIAK
1GDK7C1347F407739	XJ220K	T00696	GMC	TC7C042
3FRWF65S28V691320	XBGM42	T00742	FORD	F-650
1GDP7H1J9WJ505386	AF370D	T00426	GMC	TOPKICK
1GDP7H1J5WJ504932	AF429D	T00427	GMC	TOPKICK
1GDT8C4C24F513597	AS615J	T00646	GMC	8500
LM301	null	LM30-1	JFC MADE	LM30
LM302	null	LM30-2	JFC MADE	LM30
LM481	null	LM48-1	JFC MADE	LM481
MF140456R	null	820094	MILLER	BOBCAT 225
1DST722L9N1701080	TZY88Y	950429	DITCHWITCH	HX50A
3ALACWD2XRDVD5240	XPPU69	090811	FREIGHTLINER	M2-106
1FDFF6KT7PDA00496	XNYH39	090812	FORD	F-600
3ALACXD25RDVH3013	AY901X	090810	FREIGHTLINER	M2-106
1KMTPC276ANC0009139	null	150329	KOMATSU	PC238USLC-11
null	null	994000	JFC MADE	RENTAL EQUIPMENT
CAT000D5KZ6A01877	null	170062	CATERPILLAR	D5-17VP
03229	null	930006	EZ SPOT UR	HD-08
DTLJ202142	null	150341	CATERPILLAR	300.9D
HWD04672	null	140215	CATERPILLAR	420F IT
HWD04696	null	140216	CATERPILLAR	420F IT
HWD04682	null	140217	CATERPILLAR	420F IT
4YMD016245V050455	TJY59M	TF0196	CARRY-ON	8X18 DECKOVER
4YMD016215V050509	TJY62M	TF0197	CARRY-ON	8X18 DECKOVER
10138	null	150308	KOMATSU	PC88MR-11
1FTEX1EB1MFA39314	Z63LVK	001138	FORD	F-150 EXT CAB 4X4
1FMCU9G64MUA396998	A11LVL	001144	FORD	ESCAPE
1FT8W3A63MEC91995	XKJX17	010917	FORD	F-350 CREW 4X2
1FT8W3A61MEC92000	XKJW98	010918	FORD	F-350 CREW 4X2
1FT8W3A68MEC91989	XKJX19	010919	FORD	F-350 CREW 4X2
1FT8W3A69MEC91998	XKJY61	010926	FORD	F-350 CREW 4X2
1FT8W3A61MEC91994	XKJX27	010928	FORD	F-350 CREW 4X2
7KYFB48821RED42036	TVA34K	950436	DORSEY	FB-48
7KYDF5326RED42090	R90TAS	950440	DORSEY	DF-48
1FT8W3AA6PEC52438	XNKL94	010955	FORD	F-350 CREW 4X2 SRW
1FT8W3AA9PEC52367	XNKM25	010956	FORD	F-350 CREW 4X2 SRW
1FT8W3AA0PEC52368	XNKM26	010957	FORD	F-350 CREW 4X2 SRW
1FT8W3AA2PEC52369	XPAJ94	010958	FORD	F-350 CREW 4X2 SRW
1FT8W3AA6PEC52374	XNKM27	010963	FORD	F-350 CREW 4X2 SRW
1FT8W3AA1PEC72726	XNKM15	010964	FORD	F-350 CREW 4X2 SRW
1FD8W3EN6PED59207	XPAN13	020991	FORD	F-350 CREW 4X2 SRW
PEC52441	XMWJ78	020989	FORD	F-550 CREW 4X2 DRW

4OFSK543XR1043611	K44TBD	950449	TALBERT	T4-65CC-DS-HRG-T1
C31505	null	150335	KOMATSU	PC138USLC-11
C31506	null	150336	KOMATSU	PC138USLC-11
1FT8W3A63MEC92001	XKJX28	010929	FORD	F-350 CREW 4X2
1FT8W3A65MEC92002	XKJX29	010930	FORD	F-350 CREW 4X2
1FMCU9G6XMUA52536	A23LVL	001146	FORD	ESCAPE
1FTEX1EB1EBXMKD91427	A20LVL	001148	FORD	F-150 EXT CAB 4X4
1FTEX1EB8MKE08306	J64NJR	001151	FORD	F-150 EXT CAB 4X4
WNMR0201JM0003540	null	200253	WACKER	RTLX-SC3
WNMR0201AM0003798	null	200254	WACKER	RTLX-SC3
8133112302	null	480021	KENCO	KL12000
C31179	null	150333	KOMATSU	PC138USLC-11
DELJ202025	null	150339	CATERPILLAR	300.9D
null	null	480020	DINAMIC OIL	TA60-B
5KKMBWDR5RLVH9628	AZ878B	030806	WESTERN STAR	49XSB
40FR03624R5043898	L57TBG	950453	TALBERT	20T TAG
1FMJU2A85PEA16213	H54PPZ	001205	FORD	EXPEDITION
null	null	991H24	JFC MADE	JFC
XKMTPC296ANTC40252X	null	150332	KOMATSU	PC88MR-11
7KYFB4821NED33525	TYR37G	950417	DORSEY	48' FLAT
7KYDF4829NED33526	TYR36G	950418	DORSEY	48' DROP
7KYFD4820NED33527	TYR35G	950419	DORSEY	48' DROP
1FTEW1EP8PFD24739	A76SLV	001236	FORD	F-150 CREW CAB 4X4
1FTEW1EP4PFD24852	A88SLV	001237	FORD	F-150 CREW CAB 4X4
1FTEW1EP2PFD24719	A78SLV	001238	FORD	F-150 CREW CAB 4X4
1FTEW1EP8PFD24661	A79SLV	001239	FORD	F-150 CREW CAB 4X4
1FTEW1EP7PFD25171	A80SLV	001240	FORD	F-150 CREW CAB 4X4
1FTEW1EPXPFD24984	A85SLV	001245	FORD	F-150 CREW CAB 4X4
1FTEW1EP3PFD24812	A86SLV	001246	FORD	F-150 CREW CAB 4X4
1FTEX1EP7PKG03300	D75UFX	001253	FORD	F-150 EXT CAB 4X4
1FTEX1EP6PKG03207	A55SLV	001254	FORD	F-150 EXT CAB 4X4
1FTEX1EP9PKG03427	D74UFX	001255	FORD	F-150 EXT CAB 4X4
null	null	480008	PENGO	SR100 S400
U1211000678	null	820090	LINCOLN	RANGER 225
A43056	null	150312	KOMATSU	PC490
CH4M31H012849	null	320039	JOHN DEERE	BP84C
AIP MDS-141	null	380044	WANCO	WCTS-MINI-2
1FDUF5HT1NED92472	XLHM91	030804	FORD	F-550 4X4
1FDUF5HTXN ED92471	XLUW81	030805	FORD	F-550 4X4
OMP300128	null	930008	CATERPILLAR	MP324
C31169	null	150334	KOMATSU	PC138USLC-11
1FTEX1EP4PKG03593	A56SLV	001262	FORD	F-150 EXT CAB 4X4
5F12S1617P1006440	null	380045	WANCO	WTMMB-A
MC3584	null	TF0054	TRAILCO	TRAILER
5F12S1614P1006458	null	380046	WANCO	WTMMB-A
1H5PO4528HM049204	null	TF0068	FRUEHAUF	TRAILER
1H5PO4521HM049206	null	TF0072	FRUEHAUF	TRAILER
5F12S1619P1006472	null	380047	WANCO	WTMMB-A
13N1482C891549298	TJY31J	950311	FONTAINE	48' FLAT
13N1482CX91549299	TJY30J	950312	FONTAINE	48' FLAT
5JYFB4821GE087228	TJY23K	950318	DORSEY	48' FLAT
5JYFB4823GE087229	TJY22K	950319	DORSEY	48' FLAT
5JYFB4825FE086405	TJY33L	950329	DORSEY	48' FLAT
5JYFB4821HED02434	TRR20N	950347	DORSEY	48' FLAT
5JYFB4823HED02435	TRR21N	950348	DORSEY	48' FLAT
10678073	null	970076	WACKER	BPU4045A
502408	null	970080	WEBER	CR7
2508517	null	880005	DIAMOND	CC8574DD
60596	null	150316	KOMATSU	PC138USLC-11
61136	null	150317	KOMATSU	PC138USLC-11
1FTBF2A65NED92103	XLHM99	010933	FORD	F-250 REG 4X2
1FTBF2A68NED92077	XLHM68	010935	FORD	F-250 REG 4X2
1FT8W3A62NED92088	XLHM72	010940	FORD	F-350 CREW 4X2

1FT8W3A60NED92090	XLHM74	010942	FORD	F-350 CREW 4X2
1FT8W3A62NED92091	XLHM75	010943	FORD	F-350 CREW 4X2
1FTSW3A54NED92092	XLHM76	010944	FORD	F-350 CREW 4X2
1FT8W3A66NED92093	XLHM77	010945	FORD	F-350 CREW 4X2
1FDRF3E65NED92080	XLUW86	020967	FORD	F-350 REG 4X2
1FDRF3E67NED92081	XLUW89	020968	FORD	F-350 REG 4X2
1FDRF3E69NED92082	XLUW90	020969	FORD	F-350 REG 4X2
1FDRF3E64NED92085	XLUW84	020972	FORD	F-350 REG 4X2
1FDUF5GN7NED92477	XLUW82	020982	FORD	F-550 4X2
1FD8W3G60NED92478	XLUW83	020977	FORD	F-350 CREW 4X2 DRW
5JYFB4825HED02436	TRR22N	950349	DORSEY	48' FLAT
5JYFB4827HED02437	TRR23N	950350	DORSEY	48' FLAT
5JYFB4829HED02438	TRR24N	950351	DORSEY	48' FLAT
5JYFB4823JED06961	TRR91P	950372	DORSEY	48' FLAT
5JYFB4825JED06962	TRR92P	950373	DORSEY	48' FLAT
5JYFB4827JED06963	TRR93P	950374	DORSEY	48' FLAT
5JYFB4829JED06964	TRR94P	950375	DORSEY	48' FLAT
5JYFB4820JED06965	TRR95P	950376	DORSEY	48' FLAT
5JYFB4822JED06966	TRR96P	950377	DORSEY	48' FLAT
5JYFB4824JED06967	TRR97P	950378	DORSEY	48' FLAT
5JYFB4826JED06968	TRR98P	950379	DORSEY	48' FLAT
5JYFB4828JED06969	TRR99P	950380	DORSEY	48' FLAT
130010E	null	TF0057	BUD	TRAILER
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1FD8W3G69NED92480	XLHM88	020979	FORD	F-350 CREW 4X2 DRW
1FD8W3G60NED92481	XLHM89	020980	FORD	F-350 CREW 4X2 DRW
203007	103JK	320040	BROCE	BW-260
8669	null	150319	KOMATSU	PC238USLC-11
PH9X01552	801BY	140220	CATERPILLAR	420XE
TH9X01775	944JN	140224	CATERPILLAR	420XE
T8200670	721GV	210065	CATERPILLAR	TL1255
1FTEX1EB7NFB50449	D15NYY	001165	FORD	F-150 EXT CAB 4X4
1FTEW1EP3PFD24664	A87SLV	001247	FORD	F-150 CREW CAB 4X4
1FTEX1EP3PKG03066	8GG9885	001248	FORD	F-150 EXT CAB 4X4
1FTEX1EP8PKG03175	5GB6823	001249	FORD	F-150 EXT CAB 4X4
1FTEX1EP8PKG03791	E22UFX	001250	FORD	F-150 EXT CAB 4X4
1FTEX1EP7PKG03202	E21UFX	001251	FORD	F-150 EXT CAB 4X4
1FTEX1EP8PKG03211	E20UFX	001252	FORD	F-150 EXT CAB 4X4
3ALACXFC9SDVS0556	XPZF68	090814	FREIGHTLINER	M2-106
UVC204754	null	800449	ATLAS COPCO	XAS 185 KDU
3014326232	null	360133	GENERAC	MLT6SMDS-STD3
3014326261	null	360136	GENERAC	MLT6SMDS-STD3
203837	875AK	320046	BROCE	BW-260
109FS1923RU021334	J76TBG	950457	WILLIAMSON OCEAN	X017473
1FTEW3LP1RKD70289	5GD9218	001315	FORD	F-150 CREW CAB 4X4
1FTEW3LPXRKD70257	5GD9217	001318	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD70220	N91UVC	001323	FORD	F-150 CREW CAB 4X4
1FTEW3LPXRKD74261	W23UTN	001338	FORD	F-150 CREW CAB 4X4
1FTEW3LP4RKD71114	A42SLV	001340	FORD	F-150 CREW CAB 4X4
1FTEX3LP9RKD96958	A43SLV	001349	FORD	F-150 EXT CAB 4X4
1FTEX3LP6RKD92138	A31SLV	001351	FORD	F-150 EXT CAB 4X4
1FTEX3LP8RKD96899	V90UTN	001358	FORD	F-150 EXT CAB 4X4
1FTBF2AA5RED71942	XPXE56	010975	FORD	F-250 REG 4X2
1FTBF2AA1RED78564	XRKT64	010978	FORD	F-250 REG 4X2
1FTBF2BA9RED71943	XPXE55	010980	FORD	F-250 REG 4X4
1FT8W3AA2RED71882	XRKT69	010986	FORD	F-350 CREW 4X2
1FT8W3AAXRED71886	XPXE63	010989	FORD	F-350 CREW 4X2
16SED0098	null	400013	ATLAS COPCO	T30
3014326215	null	360131	GENERAC	MLT6SMDS-STD3
3014326263	null	360134	GENERAC	MLT6SMDS-STD3
3014326262	null	360135	GENERAC	MLT6SMDS-STD3
1FTFW6LD3RFB38300	N64UVC	001306	FORD	F-150 CREW CAB 4X4
1FTEW3LPXRKD74213	W17UTN	001309	FORD	F-150 CREW CAB 4X4

1FTEW3LPXRKD74258	N74UVC	001310	FORD	F-150 CREW CAB 4X4
1FTEW3LP3RKD69371	W28UTN	001313	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD70296	A46SLV	001330	FORD	F-150 CREW CAB 4X4
1FTEX3LP4RKD97421	V97UTN	001345	FORD	F-150 EXT CAB 4X4
1FTEX3LPXRKD91820	V96UTN	001346	FORD	F-150 EXT CAB 4X4
1FTEX3LP8RKD93176	Z94SLU	001357	FORD	F-150 EXT CAB 4X4
1FTEX3LP8RKE00742	A34SLV	001360	FORD	F-150 EXT CAB 4X4
1FTEX3LP8RKD95090	A44SLV	001363	FORD	F-150 EXT CAB 4X4
1FTEX3LPXRKD92062	A49SLV	001364	FORD	F-150 EXT CAB 4X4
1FTBF2AA3RED78565	XRKT63	010976	FORD	F-250 REG 4X2
1FTBF2BA0RED71944	XPXE57	010979	FORD	F-250 REG 4X4
A64800978	null	200255	CATERPILLAR	CB2.7
400827	null	200258	CATERPILLAR	CB1.8
3262	null	600056	LINE WARD	L2/C23
null	null	900079	HAMMER	FX5000
50PAU1016RL003278	null	380048	HORIZON SIGNAL	SQ3TS
8548052402	null	480022	KENCO	KL12000
1FTEW3LP4RKD74255	W18UTN	001308	FORD	F-150 CREW CAB 4X4
1FTEW3LP2RKD72696	N82UVC	001311	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD69942	N86UVC	001312	FORD	F-150 CREW CAB 4X4
1FTEW3LP6RKD70143	W16UTN	001321	FORD	F-150 CREW CAB 4X4
1FTEW3LP8RKD70208	W26UTN	001341	FORD	F-150 CREW CAB 4X4
1FTFW3LD1RFA86924	A27SLV	001343	FORD	F-150 CREW CAB 4X4
1FTEX3LP6RKD95850	V95UTN	001359	FORD	F-150 EXT CAB 4X4
1FT8W3AA9RED71877	XRPY42	010992	FORD	F-350 CREW 4X2
1FT8W3AA0RED71881	XRPY43	010993	FORD	F-350 CREW 4X2
1FT8W3AA2RED71879	XRPY46	010997	FORD	F-350 CREW 4X2
1FDRF3EN7RED71874	XRPY50	020999	FORD	F-350 REG 4X2 SRW
UVC205227	null	800451	ATLAS COPCO	XAS 185 KDU
3259	null	600053	LINE WARD	L2/C23
3014326221	null	360132	GENERAC	MLT6SMDS-STD3
1FTEW3LP7RKD69356	W14UTN	001326	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD70279	W11UTN	001334	FORD	F-150 CREW CAB 4X4
1FDRF3EN5RED71873	XRPY49	020998	FORD	F-350 REG 4X2 SRW
1FD8W3GNXRED71893	XRPY53	021002	FORD	F-350 CREW 4X2 DRW
3ALACWFC8JDJZ0949	XPRB13	020959	FREIGHTLINER	M2-106
5KJNBWD12SLWC8146	AZ469P	080781	WESTERN STAR	49X
1FDWF7DC4SDF06007	XRDD69	020960	FORD	F-750
1FDWF7DC6SDF06008	XRDD66	020961	FORD	F-750
1FDWF7DC4SDF06010	XRDD68	020962	FORD	F-750
411	null	950458	null	null
H9X03236	null	140230	CATERPILLAR	420XE
3260	null	600054	LINE WARD	L2/C23
1100208230513	441BL	800453	ATLAS COPCO	XAS400-200 PACE
AZ0785	J76TBG	180016	ASPHALT ZIPPER	AZ360X-200H
50PAU1016RL003281	null	380050	HORIZON SIGNAL	SQ3TS
1FMJK1M8XREA48489	A20SLV	001303	FORD	EXPEDITION
4KNBF2327SL160109	H88TBM	950456	TOWMASTER	T-12D
1FTFW3LD0RFA85683	A26SLV	001344	FORD	F-150 CREW CAB 4X4
1FT6W3L76RWG08800	A19SLV	001302	FORD	F-150 LIGHTNING
3FTTW8J9XRRRA72800	A89SLV	001305	FORD	MAVERICK
1FTEW3LPXRKD69514	W21UTN	001331	FORD	F-150 CREW CAB 4X4
1FTEW3LP3RKD69340	W12UTN	001333	FORD	F-150 CREW CAB 4X4
1FTEW3LP0RKD70008	W10UTN	001335	FORD	F-150 CREW CAB 4X4
1FTEX3LP3RKE05959	A48SLV	001348	FORD	F-150 EXT CAB 4X4
1FTEX3LP7RKD94934	A38SLV	001352	FORD	F-150 EXT CAB 4X4
1FTEX3LP7RKD95212	Z93SLU	001354	FORD	F-150 EXT CAB 4X4
H9X03244	null	140229	CATERPILLAR	420XE
3258	null	600052	LINE WARD	L2/C23
203838	291EC	320043	BROCE	BW-260
1FT6W3L72RWG08437	W29UTN	001300	FORD	F-150 LIGHTNING
1FT6W3L75RWG08724	W33UTN	001301	FORD	F-150 LIGHTNING
1FTEW3LP5RKD72692	W39UTN	001320	FORD	F-150 CREW CAB 4X4

1FTEW3LP2RKD72701	W27UTN	001322	FORD	F-150 CREW CAB 4X4
1FTEW3LPXRKD71103	V94UTN	001327	FORD	F-150 CREW CAB 4X4
1FTEW3LP5RKD73177	W38UTN	001329	FORD	F-150 CREW CAB 4X4
1FTEW3LP6RKD69512	Z90SLU	001332	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD69360	W22UTN	001336	FORD	F-150 CREW CAB 4X4
1FTEX3LP2RKD99927	A39SLV	001353	FORD	F-150 EXT CAB 4X4
1FTEX3LPXRKD99819	A32SLV	001355	FORD	F-150 EXT CAB 4X4
1FTEX3LP6RKD93175	A33SLV	001356	FORD	F-150 EXT CAB 4X4
1FTEX3LP9RKD93638	A40SLV	001362	FORD	F-150 EXT CAB 4X4
1FT8W3AA3RED71888	XRKT65	010981	FORD	F-350 CREW 4X2
1FT8W3AA8RED71885	XRKT49	010982	FORD	F-350 CREW 4X2
11004586	null	360130	ALLMAND	ML4
50PAU1016RL003264	null	380049	HORIZON SIGNAL	SQ3TS
C50046	null	150342	KOMATSU	PC238USLC-11
1FTEW3LP5RKD69405	W24UTN	001325	FORD	F-150 CREW CAB 4X4
1FTEX3LP2RKD92122	Z92SLU	001350	FORD	F-150 EXT CAB 4X4
1FTBF2AA5RED78566	XPXE65	010977	FORD	F-250 REG 4X2
1FT8W3AA3RED71891	XRKT66	010983	FORD	F-350 CREW 4X2
1FT8W3AA9RED78568	XRKT67	010984	FORD	F-350 CREW 4X2
1FT8W3AA7RED78567	XPXE64	010988	FORD	F-350 CREW 4X2
1FT8W3AA9RED71880	XRPY41	010991	FORD	F-350 CREW 4X2
1FT8W3AA6RED71884	XRKT50	010998	FORD	F-350 CREW 4X2
1FDRF3EN1RED71871	XRPY47	020996	FORD	F-350 REG 4X2 SRW
1FDRF3EN3RED71872	XRPY48	020997	FORD	F-350 REG 4X2 SRW
1FDRF3EN9RED71875	XRPY51	021000	FORD	F-350 REG 4X2 SRW
1FD8W3EN4RED71892	XRPY52	021001	FORD	F-350 CREW 4X2 SRW
1FD8W3GN1RED71894	XRPY54	021003	FORD	F-350 CREW 4X2 DRW
1FD8W3GN5RED71896	XRPY56	021005	FORD	F-350 CREW 4X2 DRW
1FD0W5GN8RED71898	XRPY58	021007	FORD	F-550 CREW 4X2 DRW
UVC205351	null	800452	ATLAS COPCO	XAS 185 KDU
3261	null	600055	LINE WARD	L2/C23
1FTEW3LP9RKD70475	N80UVC	001314	FORD	F-150 CREW CAB 4X4
1FTEW3LP5RKD74216	M78VHX	001316	FORD	F-150 CREW CAB 4X4
1FTEW3LP5RKD69341	8GD8684	001317	FORD	F-150 CREW CAB 4X4
1FTEW3LP2RKD69443	W25UTN	001342	FORD	F-150 CREW CAB 4X4
1FT8W3AA4RED71883	XRKT68	010985	FORD	F-350 CREW 4X2
1FT8W3AA1RED71890	XRPY40	010987	FORD	F-350 CREW 4X2
1FT8W3AA0RED71878	XRPY45	010995	FORD	F-350 CREW 4X2
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CAT00966EM7R01022	null	130161	CATERPILLAR	966M
UVC204584	null	800450	ATLAS COPCO	XAS 185 KDU
400829	null	200257	CATERPILLAR	CB1.8
203835	WX365	320045	BROCE	BW-260
203836	475EZ	320047	BROCE	BW-260
1FM5K8LC8RGA60970	A21SLV	001304	FORD	EXPLORER XLT
1FT8W3AA1RED71887	XRPY44	010994	FORD	F-350 CREW 4X2
1FT8W3AA5RED71889	XPXE61	010996	FORD	F-350 CREW 4X2
1FD8W3GN3RED71895	XRPY55	021004	FORD	F-350 CREW 4X2 DRW
1FDWF7DC8SDF06009	XRDD67	020963	FORD	F-750
400830	null	200256	CATERPILLAR	CB1.8
1T0BP84CTP0000609	null	320042	JOHN DEERE	BP84C
203834	YN855	320044	BROCE	BW-260
4KNBF2325SL160108	H90TBM	950455	TOWMASTER	T-12D
1FTFW6LDXRFB38262	N65UVC	001307	FORD	F-150 CREW CAB 4X4
1FTEW3LPXRKD72770	8GD8687	001319	FORD	F-150 CREW CAB 4X4
1FTEW3LP0RKD69523	W15UTN	001324	FORD	F-150 CREW CAB 4X4
1FTEW3LP1RKD70163	W13UTN	001328	FORD	F-150 CREW CAB 4X4
1FTEW3LP0RKD72695	V99UTN	001337	FORD	F-150 CREW CAB 4X4
1FTEW3LP9RKD73442	V98UTN	001339	FORD	F-150 CREW CAB 4X4
1FTEX3LP4RKD93417	A47SLV	001347	FORD	F-150 EXT CAB 4X4
1FTEX3LP9RKD92134	A35SLV	001361	FORD	F-150 EXT CAB 4X4
null	null	Z38619	JFC MADE	RENTAL EQUIPMENT
null	null	830352	GODWIN	CD300M

E-30221118	null	950459	JFC MADE	OFFICE CONTAINER
null	452EZ	830353	GODWIN	CD225M
4GM1A0915R1534044	824AT	370189	SOLAR TECH	SILENT SENTINEL
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null	null	Z38892	JFC MADE	RENTAL EQUIPMENT
null	null	Z38864	JFC MADE	RENTAL EQUIPMENT
3ALACWDT0EDFZ5490	null	Z38799	JFC MADE	RENTAL EQUIPMENT
5PVNV8JV5E4S53881	null	Z38800	JFC MADE	RENTAL EQUIPMENT
4GM2M1517R1417962	YN775	380052	SOLAR TECH	SILENT MESSENGER
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844	null	200260	VIBCO	GR3200
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3ALACYD2XSDVU1562	null	090813	FREIGHTLINER	M2-106
UNKNOWN	null	900080	JFC MADE	JFC
20241843	null	200259	VIBCO	GR3200
4GM1A0911R1534042	YN771	370187	SOLAR TECH	SILENT SENTINEL
4GM2M1515R1417961	452BL	380051	SOLAR TECH	SILENT MESSENGER
B4K915345	null	150343	BOBCAT	E10 T4
B4K915410	null	150345	BOBCAT	E10 T4
B4K915414	null	150344	BOBCAT	E10 T4
B4K915905	null	150346	BOBCAT	E10 T4
null	55460UA	Z39144	JFC MADE	RENTAL EQUIPMENT
H242219	null	900082	HAMMER	FX1700
H242529	null	900081	HAMMER	FX1700
H242218	null	900083	HAMMER	FX3700
NF070653R	null	820095	MILLER	AIR PAK 200

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.
- B. 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

MORRIS COUNTY MUA

Contract Agreement

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,

MORRIS COUNTY MUA

Contract Agreement

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

MORRIS COUNTY MUA

Contract Agreement

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.

MORRIS COUNTY MUA

Contract Agreement

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. S12101 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 thereunto, 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): J. Fletcher Creamer & Son, Inc.

Representative's Name (Print): Peter C. Smith

Representative's Title: Vice President

Representative's Signature: 

Phone: 201-488-9800

Date: March 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): J. Fletcher Creamer & Son, Inc.

Representative's Name (Print): Peter C. Smith

Representative's Title: Vice President

Representative's Signature: ✓ 

Phone: 201-488-9800

Date: March 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: J. Fletcher Creamer & Son, Inc.

Organization Address: 101 East Broadway Hackensack, NJ 07601

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
APi Group Corporation (100%)	1100 Old Highway 8 NW New Brighton, MN 55112

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
No person owns more than 10% of APi Group Corporation stock. See attached.	

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
Based on SEC filings, the corporate owners of more than 10% stock are:	
Entities managed by Viking Global Investors LP	55 Railroad Avenue Greenwich, CT 06830
APi Group, Inc. Employee Stock Ownership Plan c/o GreatBanc Trust Company, Trustee	801 Warrenville Road, Suite 500 Lisle, Illinois 60532

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):	Peter C. Smith	Title:	Vice President
Signature:		Date:	March 27, 2025

J. Fletcher Creamer & Son, Inc.

OWNERSHIP DISCLOSURE

J. Fletcher Creamer & Son, Inc. is a wholly owned subsidiary of APi Group Corporation (APi).

APi is (1) a public company with shares that are listed on the New York Stock Exchange under the symbol "APG" and (2) incorporated in the State of Delaware.

No individual person currently owns more than 10% of APi stock. Ownership of APi stock changes every day the stock market is open. Institutional investors may own more than 10% of APi stock. Current stock ownership information can be found in APi's current SEC filings, on this web page:

<https://ir.apigroupcorp.com/sec-filings>

MORRIS COUNTY MUA

Corporate Acknowledgement

STATE OF New Jersey)) SS:
COUNTY OF Bergen)

On this 27th day of March in the year 2025, before me personally came
and appeared

Peter C. Smith

to me known, who, being by me duly sworn, did depose and say, that he resides at
65 Rock Road

Long Valley, NJ 07853

That he is the

Vice President

(principle executive officer or duly authorized representative)

of

J. Fletcher Creamer & Son, 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)

Tara D Bigelow

Notary Public

Bergen

County, State New Jersey

TARA D BIGELOW

Notary Public

State of New Jersey

ID # 50087937

My Commission Expires Aug. 09, 2028

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

N/A

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

J. Fletcher Creamer & Son, Inc.

(Name of Corporation)

RESOLVED that Peter C. Smith, Vice President
(Person Authorized to Sign) (Title)


of J. Fletcher Creamer & Son, 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

J. Fletcher Creamer & Son, Inc. at a meeting of its Board of Directors
held on the 6th day of January, 2025.

By 

Title Christopher S. Anthony, Assistant 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 CONTRACTORS		DEPARTMENT OF TREASURY 3-115 OR OF REVENUE PO BOX 232 TRENTON, N.J. 08646-0232
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(DR-01)	<small>Acting Director</small>	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		



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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: J. FLETCHER CREAMER & SON, INC.

Trade Name:

Address: 101 EAST BROADWAY
HACKENSACK, NJ 07601-6851

Certificate Number: 0097009

Effective Date: June 16, 1954

Date of Issuance: March 03, 2020

For Office Use Only:

20200303115440512

Certificate Number
63819

Registration Date: 05/16/2024
Expiration Date: 05/15/2026



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:

J. Fletcher Creamer & Son, Inc.

Responsible Representative(s):

Martin Downs, President
Peter Smith, Vice-President
Daniel Fowler, Vice-President
Kristen Bettmann, Treasurer
Arthur Schilling, Other
Hannah Freis, Other
Christopher Anthony, Controller

Responsible Representative(s):

Richard Denicola, Vice-President
Jason Newman, Vice-President
James Valenti, Secretary
Art Schilling, Other
Andrea Filke, Other
Andrew Wood, CFO

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.

Certification 472

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-2024 to 15-Jul-2027**

J. FLETCHER CREAMER & SON, INC.
101 EAST BROADWAY
HACKENSACK NJ 07601



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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 PCS

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/Offerrer: J. Fletcher Creamer & Son, 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: N/A Relationship to Bidder/Offerrer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offerrer 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): Peter C. Smith Signature: 

Title: Vice President Date: March 27, 2025

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am Vice President

of the firm of J. Fletcher Creamer & Son, 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: ✓



Subscribed and sworn to before me this 27th day of March, 2025

Print Name of Affiant: Peter C. Smith

Notary Public of New Jersey



My commission expires _____

TARA D BIGELOW
Notary Public
State of New Jersey
ID # 50087937
My Commission Expires Aug. 09, 2028

MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

AFFIDAVIT OF NON-DEBARRED STATUS

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

I, Peter C. Smith of the City/Town of

Long Valley, in the County of Morris

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


I am Peter C. Smith, a Vice President
(Name) (Title, Position, etc.)

of J. Fletcher Creamer & Son, 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.


(Signature of Bidder)

Peter C. Smith, Vice President
(Printed or Typed Name & Title of Bidder)

101 East Broadway Hackensack, NJ 07601
(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 Bergen

I, Peter C. Smith of the City of Long Valley
in the County of Morris and the State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:


I am Vice President, an officer of the firm of
J. Fletcher Creamer & Son, 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.

J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, NJ 07601

(Insert Name and Address of Contractor)

 Peter C. Smith, Vice President
(Insert Name and Title of Affiant)

Subscribed and sworn

before me this 27th day
of March 2025

Notary Public of New Jersey

My commission expires TARA D BIGELOW

TARA D BIGELOW
Notary Public
State of New Jersey
ID # 50087837



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: <u>MCMUA Contract No: 2025-W01</u>	Solicitation Title: <u>MCMUA Emergency and On-Call Services</u>
Bidder's Name and Address:	
Name	<u>J. Fletcher Creamer & Son, Inc.</u>
Address	<u>101 East Broadway Hackensack, NJ 07601</u>
City	State Zip Code

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)

Peter C. Smith, Vice President
(Title)

March 27, 2025
(Date)

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

SUBCONTRACTOR UTILIZATION PLAN <small>(REFERENCED IN BID STANDARD TERMS AND CONDITIONS)</small>	Solicitation No.: MCMUA Contract 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: MCMUA Emergency and On-Call Services
Bidder's Name and Address: J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, NJ 07601	Bidder's Telephone No.: 201-488-9800 Bidder's Contact Person: _ Dominick Genario

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
None		

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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:


(Signature)

Peter C. Smith, Vice President
(Title)

March 27, 2025
(Date)

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 10% OF THE BID AMOUNT NTE \$20,000.

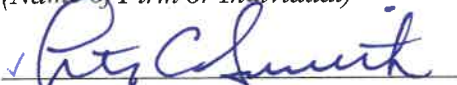
Dollars guaranteed by the undersigned as Bidder and Liberty Mutual Insurance Company

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.

J. Fletcher Creamer & Son, Inc.
(Name of Firm or Individual)

Peter C. Smith, Vice President
(Title)


(Signature)

March 27, 2025
(Date)

Subscribed and sworn to before me this

27th day of March, 2025


Notary Public of New Jersey

My Commission expires _____, 20

TARA D BIGELOW
Notary Public
State of New Jersey
ID # 50087937
My Commission Expires Aug. 09, 2028

MORRIS COUNTY MUA

Form of Bid Bond


KNOW ALL MEN BY THESE PRESENTS, that we, J. Fletcher Creamer & Son, Inc.
, Hereinafter called the Principal, as Principal, and the Liberty Mutual Insurance Company
 of Boston, MA a corporation duly organized
under the laws of the State of Massachusetts, hereinafter called the Surety, as Surety are held and
firmly bound unto Morris County Municipal Utilities Authority hereinafter called the Obligee, in the
sum of Ten Percent of the Amount Bid NTE \$20,000 Dollars, (\$ 10% NTE \$20,000) 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 MCMUA Emergency and On-Call Services,
File No. SCE-R08125, MCMUA Contract No. 2025-W-01


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.

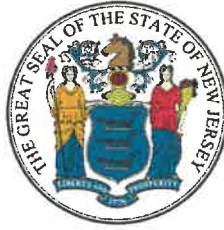
SIGNED AND SEALED this 20th day of March, 2025. In the presence of:


(Witness) **Christopher S. Anthony**
Assistant Secretary

J. Fletcher Creamer & Son, Inc. (SEAL)
(Principal)

(Title) **Peter C. Smith**
Vice President


(Witness)

Liberty Mutual Insurance Company (SEAL)
(Surety)

(Title) **Joshua R. Loftis, Attorney-in-Fact**



State of New Jersey
Department of Banking and Insurance

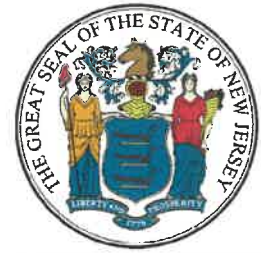
CERTIFICATE OF AUTHORITY

Date: **May 02, 2024**

NAIC Company Code: **23043**

THIS IS TO CERTIFY THAT THE **LIBERTY MUTUAL INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2025, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines**
- 10 - Aircraft Physical Damage**
- 11 - Other Liability**
- 12 - Boiler and Machinery**
- 13 - Fidelity and Surety**
- 14 - Credit**
- 15 - Burglary and Theft**
- 16 - Glass**
- 17 - Sprinkler Leakage and Water Damage**
- 02 - Earthquake**
- 20 - Physical Loss to Buildings**
- 21 - Radioactive Comtamination**
- 22 - Mechanical Breakdown/Power Failure**
- 26 - Accident and Health**
- 03 - Growing Crops**
- 04 - Ocean Marine**
- 05 - Inland Marine**
- 06 - Workers Compensation and Employers Liability**
- 07 - Automobile Liability Bodily Injury**
- 08 - Automobile Liability Property Damage**
- 09 - Automobile Physical Damage**



JUSTIN ZIMMERMAN

**ACTING COMMISSIONER
OF BANKING AND INSURANCE**

COMPANY NAME: LIBERTY MUTUAL INSURANCE COMPANY NAIC COMPANY CODE: 23043

STATUTORY HOME ADDRESS:

**175 BERKELEY STREET
BOSTON, MA 02116**

SPECIAL CONDITIONS:

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 Obligee, 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)

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 20th day of March, 2025

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

Liberty Mutual Insurance Company

By 

Surety Company Joshua R. Loftis
Attorney-in-Fact

Attest:



MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On this 20th day of March in the year 2025 before me personally came Joshua R. Loftis to me known, who being by me duly sworn, did depose

and say, that he resides in Minnesota,

that he is the Attorney-in-Fact of Liberty Mutual Insurance Company,

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.

Melinda C. Blodgett
(Seal)



CONTRACTOR ACKNOWLEDGMENT

STATE OF New Jersey)
) SS:
COUNTY OF Bergen)

On this 20th day of March in the year 2025, before me personally came Peter C. Smith to me known, who being by me duly

sworn, did depose and say, that he resides in Long Valley; that he is the Vice President of J. Fletcher Creamer & Son, 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) Melissa A. Jones

MELISSA A JONES
Notary Public
State of New Jersey
ID # 50096041
My Commission Expires Jan. 03, 2029

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

Liberty Mutual Insurance Company _____, 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):

\$69,850,735,943.00

Earnst & Young LLP, 200 Clarendon Street, Boston, MA 02116

(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):

\$1,897,231,000.00

(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 \$ 10% NTE \$20,000.

(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:

N/A

_____ ; 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 Joshua R. Loftis, as Attorney-in-Fact for
(Name of Agent) (Title of Agent)

Liberty Mutual Insurance Company a corporation/mutual insurance company/other (indicating
(Name of Surety)

type of business organization) (circle one) domiciled in Massachusetts, 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)

Joshua R. Loftis

(Printed Name of Certifying Agent)

Attorney-in-Fact

(Title of Certifying Agent)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213401- 190054

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristine M. Becks; Melinda C. Blodgett; R. C. Bowman; Joseph Cardinal; Tina Domask; Sandra M. Engstrom; R. W. Frank; Ted Jorgensen; Joshua R. Loftis; Ryan-Olivia E Lundy; Michelle Morrison; Austin Muehlschlegel; Brian J. Oestreich; Sarah Robinson; Ross S. Squires; Nicole Stillings; Nathan Weaver; Colby D. White

all of the city of St. Louis Park state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds – U.S Government\$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks\$19,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents’ Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents\$186,906,667.00	Total \$47,428,064,363.63
Other Admitted Assets\$15,677,869,683.63	Special Surplus Funds \$209,508,757.00
Total Admitted Assets\$70,891,553,519.63	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus..... \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company’s financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. J. Fletcher Creamer & Son, Inc.

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 _____

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.)

5 Address (number, street, and apt. or suite no.) See instructions. 101 East Broadway

Requester's name and address (optional)

6 City, state, and ZIP code Hackensack, NJ 07601

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	1		0	6	6	5	0	2	9
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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

[Handwritten Signature]

Date^a March 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 • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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