



BID#2025-SW05

TUNNEL PIT SCALE REPLACEMENT

AT THE MOUNT OLIVE TRANSFER

STATION

RE-BID



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 **November 25, 2025 at 11:30 a.m.** prevailing time in the Morris County Municipal Utilities Authority (“MCMUA”) office located at 370 Richard Mine Rd. Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

BID#2025-SW05 Tunnel Pit Scale Replacement at the Mount Olive Transfer Station Re-Bid

Obtaining Proposal Documents:

- Bid Documents shall be made available on Friday, October 24, 2025
- Morris County Municipal Utilities Authority
Shana O’Mara, QPA
SOmara@co.morris.nj.us

Submission of Bid:

- In lieu of submitting bids in person, bids may be submitted via certified mail or overnight delivery to the following address, provided that they are received by the MCMUA prior to the scheduled bid opening time:

370 Richard Mine Rd.
Wharton, NJ 07885
Attn: Shana O’Mara
Re: Bid #2025-SW05 Re-Bid
- 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.
- 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 approved and provided for by 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 in writing and forwarded to the MCMUA, Attention: James Deacon – JDeacon@co.morris.nj.us.
- In the event that a potential bidder obtains the bid documents in any manner other than as specified herein, the Morris County Municipal Utilities Authority will not have the contact information of the potential bidder for purposes of issuing bid addenda, if any. The non-receipt of any addenda (in the event that any addenda are issued) and the failure of the bidder to acknowledge the receipt of any and all addenda at the time of receipt of bid shall be considered a material defect in such bidder's submission and said bid shall be rejected. Therefore, if a potential bidder obtains the bid documents in any manner other than as specified herein, said bidder shall promptly provide written notice of their contact information to the Morris County Municipal Utilities Authority.

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.

Shana O'Mara, QPA
MCMUA

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: Friday, October 24, 2025
- Deadline for Submission of Written Questions Regarding Bid Documents: Friday, October 31, 2025, 2025
- Bids Due: Tuesday, November 25, 2025
- Contract Award: Anticipated on Tuesday, December 9, 2025

Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on Tuesday, November 25, 2025 at 11:30 a.m. prevailing time at the MCMUA's office located at 370 Richard Mine Rd. 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 Friday, October 31, 2025. All questions must be submitted to James Deacon at JDeacon@co.morris.nj.us. 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.

Potential bidders/respondents and their agents must not communicate in any way with the MCMUA Officers, Board of Commissioners, or any MCMUA staff other than James Deacon in reference or relation to this solicitation.

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.

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

MORRIS COUNTY MUA

Definitions

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

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

Contract Price means the prices proposed in Table P-1 and accepted by the MCMUA.

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, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. Seq.

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.

Owner means an authorized representative of the MCMUA.

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.

MORRIS COUNTY MUA

Definitions

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.

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 written documentation. This is sent by one party to the other as specified in the Contract Documents.

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.
- A total of 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 time 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 should 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 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 Contract Documents, in

MORRIS COUNTY MUA

Information to Bidders

accordance with the Contract 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.
- 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 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 of the person signing. Bids by corporations must be signed in the legal name of the corporation, 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.

MORRIS COUNTY MUA

Information to Bidders

- 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.
- 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.
 - 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 fill' 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 X

Bidder should submit with the bid proposal a Certificate (Consent of Surety) to guarantee that the surety company will furnish the MCMUA with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety should be authorized to do business in the State of New Jersey Department of Banking and Insurance. The Consent of Surety should be in a form acceptable to the MCMUA and accompanied by (a) Surety Disclosure Statement and Certification in the form required by N.J.S.A. 2A:44-143. (b) duly executed acknowledgements of the respective parties; (c) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (d) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (e) a

MORRIS COUNTY MUA

Information to Bidders

duly certified copy of latest published financial statement of asset and liabilities of Surety. **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 & Payment Bond ☒ X ☐

The successful bidder should execute and deliver to the MCMUA within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the statutory form required by N.J.S.A. 2A:44-147 with such surety companies as sureties as should be approved, qualified and authorized to do business under the laws of the State of New Jersey Department of Banking and Insurance. The performance bond provided should not be released by the MCMUA 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.

- Maintenance Bond ☐ ☒ X ☐

Successful bidder shall upon acceptance of the work 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.

If required, failure to deliver this with the performance bond shall be cause for declaring the contract null and void. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

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 SOmara@co.morris.nj.us.

MORRIS COUNTY MUA

Information to Bidders

- 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 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 Visit

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 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

MORRIS COUNTY MUA

Information to Bidders

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 Prospective Bidders should clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation however, may result in the rejection of the Bid. After the contract has been entered into, no consideration should 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)

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

MORRIS COUNTY MUA

Information to Bidders

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.
- 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. The MCMUA also reserves the right to reject any or all bids in accordance with the Local Public Contracts Law. Any bid received after the time and date specified shall not be considered.

MORRIS COUNTY MUA

Information to Bidders

- 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 that time. Once opened, all bids become the property of the MCMUA, and will not be returned to the Prospective Bidders. No bid may be withdrawn after the specified opening time and date, unless a request is made in writing and sent via certified or registered mail to MCMUA within five (5) business days of bid opening, due to a mistake of such great consequence that it relates to a material feature of the bid, notwithstanding reasonable care in preparation of the bid, and provided that enforcement of the contract, if actually made, would be unconscionable in accordance with the requirements of N.J.S.A. 40A:11-23.3. Any written request for bid withdrawal due to such mistake must include any pertinent documents, demonstrating that the above conditions occurred.

The MCMUA may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Alternates, 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 unless otherwise extended in accordance with the Local Public Contracts Law 40A:11-1 et. Seq. 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.

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;

MORRIS COUNTY MUA

Information to Bidders

- 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;
 - The bid contains a material defect;
 - The bid is conditional; 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)

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

MORRIS COUNTY MUA

Information to Bidders

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.

MORRIS COUNTY MUA

Technical Specifications

1 GENERAL PROVISIONS

- 1.1 Furnish and install two steel decks motor truck scale and associated electronic controls.
- 1.2 The scale shall have a clear and unobstructed weighing surface of not less than 45 feet long and 10 feet wide.
- 1.3 The scale shall be comprised of three separate weighing platforms in the following configuration: 15' long platform to accommodate the Steering Axle, 15' long platform to accommodate the Drive Axle and a 15' long platform to accommodate the Trailer Axle. There will be approximately 20 feet of dead space between driver & trailer axle as per existing foundation.
- 1.4 The scale shall be capable of providing individual weights of the Steering, Drive and Trailer Axles while simultaneously displaying the total weight of the vehicle through a one step weighing process to provide legal for trade accurate weights.
- 1.5 The scale shall have a profile not to exceed 11-1/2" inches, which is measured from the top of the scale to the top of the foundation slab or pier at the load cell bearing points.
- 1.6 The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods, or check stays.
- 1.7 The scale shall be designed to perform as a single weighing platform and shall be of flat-top design. Side rail support beams are not acceptable.
- 1.8 The scale shall have a gross weighing capacity of 100 tons.
- 1.9 The scale shall be designed to accept an average daily traffic volume of up to 150 vehicles per day, 365 days per year, for 20 years, assuming that 100% of the vehicles are fully loaded with the equivalent of 60,000 lbs. on their dual tandem axle.
- 1.10 The scale shall be calibrated to a minimum of 120,000 pounds by 20-pound increments and not to exceed 200,000 pounds. System configurations with increments greater than 20-pound increments will not be accepted; therefore, scales with gross capacities in excess of 200,000 pounds will not be acceptable in order for the scale to meet NTEP Legal For Trade regulatory requirements.
- 1.11 The scale weighing related electronics shall be comprised solely of load cells, load cell cables and digital weight display. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards and gathering boxes, Totalizers, external analog to digital converter boxes and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.
- 1.12 The load cells and load cell mounting hardware shall be constructed of stainless steel. The cables shall be stainless steel sheathed. Load cells which are not stainless steel and hermetically sealed shall not be acceptable due to their inability to prevent moisture from entering the load cell and causing a premature failure.
- 1.13 The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST HB-44). The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.

MORRIS COUNTY MUA

Technical Specifications

- 1.14 The design and manufacture of the scale weighbridge, load cells, and digital instrument shall all be of one manufacturer to maximize compatibility and availability of components and to insure maximum benefit from the system's lightning protection capability. Also, the manufacturer shall have a quality system that has been registered to the standards of ISO 9001.
- 1.15 The manufacturer or bidder shall provide with the bid proposal a listing of the total cost (labor, parts, travel time and mileage) for two service technicians to travel to the scale site with a heavy duty test truck, stay on site for four (4) hours to troubleshoot and replace one load cell in the scale and the main printed circuit board in the weight display. This listing shall be provided for service in the following three timeframes: 6 months after installation, 36 months after installation, and 58 months after installation. Listings of the same costs at these three time periods must also be provided assuming the failure is the result of a lightning strike. The cost of recalibration must be included in each service cost summary.
- 1.16 The scale shall be a Mettler-Toledo, Inc. Model 7560SD or equivalent.

2 WEIGHBRIDGE SPECIFICATIONS

- 2.1 The scale weighbridge shall be constructed of prefabricated scale modules each with an approximate nominal surface dimension of 10' wide by 15' long. These will be configured as a single module for the Steering Axle, a single module for the Drive Axle and 1 module for the Trailer Axle.
- 2.2 The scale weighbridge shall be capable of weighing trucks that have dual-tandem axle weights (4 feet minimum between dual axles and at least 10 feet from next axle) of up to 60,000 pounds.
- 2.3 All welding shall be completed in accordance with the American Welding Society (AWS) D1.1 Structural Welding Code.
- 2.4 All welding shall be performed by welding operators who have been certified to the AWS D1.1 Structural Welding Code.
- 2.5 All welding shall be performed in position 1F to ensure maximum weld integrity.
- 2.6 Longitudinal weighbridge members shall be welded continuously, using a high-penetration, submerged arc welding process. The use of intermittent, or stitch welds on longitudinal members or deck tread plate is unacceptable.
- 2.7 The weighbridge shall be designed to allow access to load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.
- 2.8 The weighbridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with only one additional inch of clearance required between the top of the foundation and the bottom of the weighbridge on pit-less installations.
- 2.9 There shall be no bolted connections between the load cell and weighbridge assemblies.
- 2.10 The load cell assembly shall be designed so that, when servicing the scale weighbridge with a lifting jack, the load cell can be replaced in less than 5 minutes.
- 2.11 There shall be no field welding required for the installation of the scale.

MORRIS COUNTY MUA

Technical Specifications

- 2.12 The scale weighbridge is to be made of 3/8" tread plate steel.
- 2.13 The center 30 inches of each weighbridge is to be comprised of removable cleanout plates the length of the scale.

3 SURFACE PREPARATION AND FINISH

- 3.1 The weighbridge shall be shot blasted to a minimum SSPC-SP6 specification prior to painting.
- 3.2 All enclosed chambers created by joining two steel members must be hermetically sealed to eliminate internal corrosion.
- 3.3 The exterior surfaces of the scale shall be coated to provide superior corrosion resistance, chemical resistance, UV protection and impact and abrasion resistance.
- 3.4 The finish shall be force cured in order to reduce risk of contamination and ensure durability of the surface.

4 LOAD CELL SPECIFICATIONS

- 4.1 Each load cell shall have a minimum capacity of 50 metric tons (110,000 pounds) with 300% ultimate overloaded rating.
- 4.2 All Load cells shall be certified by NTEP and meet the specifications as set forth by NIST HB-44 for Class IIIL devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
- 4.3 All load cells shall be certified to meet the specifications set forth by the International Organization of Legal Metrology (OIML) in document R60 for C3 load cells, which requires 60% tighter accuracy tolerances than NIST HB-44 for Class IIIL devices. The manufacturer shall provide a Certificate of Conformance to these standards upon request.
- 4.4 Load cells shall be digital with an integral microprocessor and analog-to-digital conversion function located within the load cell housing.
- 4.5 Load cells shall output only converted digital information without load correction for load position to the scale instrument. Analog output of signals from the load cell is not acceptable due to susceptibility of signal interference.
- 4.6 The load cell assembly shall be constructed so as to perform as a rocker pin and shall have no positive fixed mechanical connectors, such as bolts or links that are required in mounting the load cell to the weighbridge or foundation base plates.
- 4.7 The load cell shall not require check rods, flexures or chain links for stabilization, as each of these items are sources of ongoing maintenance requirements.
- 4.8 The load cell shall not require a junction box to communicate between the load cell and scale instrument. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards and gathering boxes, Totalizers, external analog to digital converter boxes and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.

MORRIS COUNTY MUA

Technical Specifications

- 4.9 The load cell shall be of stainless steel construction and hermetically sealed with a minimum NEMA 6P / IP68 (submersible) and IP69k rating.
- 4.10 The load cell shall contain integral Transient Voltage Surge Suppressors (TVSS) for all input and communication lines. Each TVSS shall contain self-resetting thermal breakers to protect the load cell components from voltage and current surges.
- 4.11 The load cell shall come equipped with a neoprene rubber boot to keep debris from contaminating the lower bearing surface.
- 4.12 The load cell shall have a positive-lock quick connector integral to its housing for connecting and disconnecting the load cell interface cable at the load cell. The connector shall be of glass-to-metal, pin-type construction to maintain a hermetic seal.
- 4.13 System shall be designed so as to permit a load cell cable to be replaced without either splicing the load cell cable or replacing the load cell, either of which will contribute to eventual system failure and unnecessary service costs. System shall be designed so as to permit replacing a load cell cable without requiring that the scale be recalibrated, further reducing service/maintenance costs.
- 4.14 The load cell shall have the following specifications:
 - 4.14.1 V_{min} : 5.0 pounds maximum
 - 4.14.2 Hysteresis: $\pm 0.025\%$ of full scale
 - 4.14.3 Non-Linearity: $\pm 0.015\%$ of full scale
 - 4.14.4 Creep (30 minutes): $\pm 0.017\%$ of applied load
 - 4.14.5 Temperature range: $-10^{\circ}\text{C} + 40^{\circ}\text{C}$
- 4.15 The load cell interface cable shall be stainless steel sheathed for environmental and rodent protection. Neoprene covered load cell cable shall not be permitted.
 - 4.15.1 Load cell cables which are hard wired directly to the load cell are not acceptable due to the failure rates associated with moisture wicking into the load cell from aged or damaged cables, and due to the unnecessary expense associated with replacing entire load cells when only a cable has been damaged.
- 4.16 The load cell shall have a minimum 10-year warranty against defects in materials and workmanship and failure from lightning or surge voltages. The warranty shall cover all costs associated with replacement parts, travel, mileage, on-site labor and recalibration after repair, the full cost of which shall be supported solely by the manufacturer and not in part by any other 3rd party.
- 4.17 Load cells shall be Mettler-Toledo, Inc. POWERCELL[®] PDX[®] load cell or equivalent.

5 SCALE INSTRUMENT SPECIFICATIONS

- 5.1 The scale instrument shall be designed for use in vehicle scale weighing applications. It shall be capable of performing basic weighing operations including but not limited to:
 - 5.1.1 Inbound/outbound two-weighment operations.

MORRIS COUNTY MUA

Technical Specifications

- 5.1.2 Single weighment operations where vehicle tare weights are known either through preset tares which are stored in the scale instrument memory or manually entered tare values which are entered through the keyboard.
- 5.1.3 Transient vehicle weighing operations where the transaction is to be completed but the record will not be added to memory accumulators or totals.
- 5.1.4 Ability to display individual weights for Steering, Drive and Trailer axles as well as total weight of the vehicle.
- 5.2 The instrument shall, as a minimum, utilize a 1/4-VGA color graphical display to present the transactional information along with weight to the operator. During normal weighing operations the display will incorporate the following elements:
 - 5.2.1 Weight
 - 5.2.2 Time and Date
 - 5.2.3 Center of Zero
 - 5.2.4 Mode of Operation (Gross or Net)
 - 5.2.5 Weighing Unit (lb or kg)
 - 5.2.6 Selected Scale
- 5.3 The scale instrument shall have the following keyboard operations:
 - 5.3.1 0-9 Numeric Keys
 - 5.3.2 . (Decimal Point)
 - 5.3.3 Clear
 - 5.3.4 Tare
 - 5.3.5 Zero
 - 5.3.6 Print
 - 5.3.7 Select Scale
 - 5.3.8 Four Application-Specific Assignable Soft Keys with icons for easy operator use to identify TempID and VehID, etc.
 - 5.3.9 Five Scale-Function Soft Keys
 - 5.3.10 Screen Navigation Keys for Up, Down, Left, and Right Commands
 - 5.3.11 Enter
- 5.4 The operator shall be capable of entering alphanumeric characters through the terminal without the need for an external keyboard. However, the scale instrument shall, as an accessory, be capable of being interfaced to a standard USB-style computer keyboard without modifications to the scale instrument hardware or software for the purpose of entering alphanumeric information, as well as emulation of application and scale instrument soft-key functionality, if required.

MORRIS COUNTY MUA

Technical Specifications

- 5.5 The scale instrument shall have the following operational parameters:
 - 5.5.1 Capable of communicating with up to 5 pairs of digital load cell assemblies with the ability to expand to 12 pairs, if required.
 - 5.5.2 Ability to digitally average the weight information sent from the load cells and updating the instrument's weight display 15 times per second.
 - 5.5.3 Capable of being programmed for sign-corrected net weighing so that all net weights are positive.
 - 5.5.4 Have a transaction counter to automatically assign sequence numbers to transactions.
 - 5.5.5 Have automatic zero capture on power-up selectable to capture zero at 2% or 10% of the full-scale capacity.
 - 5.5.6 Have adjustable digital filtering.
 - 5.5.7 Have adjustable automatic zero maintenance selectable for ± 0.5 , ± 1 , or ± 3 displayed increments.
 - 5.5.8 Have push-button zero selectable for $\pm 2\%$ or $\pm 20\%$ of full-scale capacity.
 - 5.5.9 Tare, Zero, and Print functions shall be inhibited while the weight display is changing. Motion detection shall be selectable for ± 0.5 , ± 1.0 , ± 2.0 , or ± 3.0 increments.
 - 5.5.10 Only receives digital information from the load cell assemblies. There shall be no analog-to-digital conversion function in the scale instrument.
 - 5.5.11 Capable of providing load correction for load position.
- 5.6 The scale instrument shall have the following service characteristics:
 - 5.6.1 Set-up and navigation through all phases of set-up, calibration, and testing shall be intuitive through a decision-tree format.
 - 5.6.2 Capable of performing calibration, span, zero, and shift adjustment through software calculations that require no in-scale adjustment.
 - 5.6.3 Entry of information shall be accomplished through the instrument's keyboard only.
 - 5.6.4 Capable of assigning each load cell with its own unique identification number and displaying the weight reading of each individual load cell through the instrument without disconnecting any of the load cells from the system.
 - 5.6.5 Ability to display digital raw counts for the attached digital load cells with their values being updated on a real-time basis. The scale instrument shall also be capable of displaying the raw count values of multiple digital load cells on the graphical display.
 - 5.6.6 Ability to identify and to immediately display an error condition associated with an individual load cell in the event of a failure or out-of-tolerance condition. The displayed message shall identify the failed load cell and the cause of the failure to avoid an invalid weightment on the scale.
 - 5.6.7 Ability to monitor and display health of load cell network and to compare the current network status to the values captured during calibration. This is a requirement to

MORRIS COUNTY MUA

Technical Specifications

reduce downtime and provide information to the user so that the user can proactively use the information to determine the most convenient time to address maintenance issues, while avoiding downtime at the most inopportune time.

- 5.6.8 Load cell health information shall include individual load cell temperature, supply voltage at load cell, signal voltages, maximum loading. These data are vital in reducing downtime and troubleshooting time and cost.
- 5.6.9 Ability to monitor the gas concentration sensors in each load cell and identify which load cell may be breached or physically damaged so that unscheduled downtime can be eliminated.
- 5.6.10 Ability to access system status data through an Ethernet connection using a web server residing on the instrument for remote diagnostics
- 5.6.11 Ability to access system memory through an Ethernet connection using a shared data server. This allows tighter integration with customer operations.
- 5.7 The scale instrument shall be NTEP certified and meet or exceed the specifications set forth by NIST HB-44 for Class II, III, and IIIL Devices. The manufacturer upon request shall provide a Certificate of Conformance to these standards.
- 5.8 The scale instrument shall be housed in a metal enclosure that is suitable for desk or wall mounting.
- 5.9 The scale instrument shall have flexible storage capability with a minimum of 256 Mbytes of flexible memory in which to store pertinent vehicle, transactional, and commodity information. The scale instrument shall be capable of storing the weight information automatically or enabling the operator to assign a memory location to the weight manually. The scale instrument will run SQL or equivalent database application to enable possible integration into higher level databases.
- 5.10 The scale instrument shall have subtotal and total weight accumulators.
- 5.11 The operator shall be able to enter up to 12 digits of alphanumeric ID through the instrument keyboard.
- 5.12 The scale instrument shall have gross/net weight switching.
- 5.13 The scale instrument shall be capable of being programmed and calibrated in pounds or kilograms.
- 5.14 The scale instrument shall have the following data communications capabilities:
 - 5.14.1 One com port RS232
 - 5.14.2 One com port RS232, RS422, or RS485
 - 5.14.3 One TCP/IP 10 Base-T Ethernet
 - 5.14.4 One Web server
 - 5.14.5 One Shared Data server
- 5.15 The scale instrument shall output the following information:

MORRIS COUNTY MUA

Technical Specifications

- 5.15.1 Gross, Tare, and Net Weight
- 5.15.2 ID
- 5.15.3 Transaction Counter
- 5.15.4 Time and Date
- 5.15.5 Variable Application-Specific Information
- 5.15.6 Standard Reports Generated by the Scale Instrument
- 5.16 The scale instrument shall be UL/cUL listed.
- 5.17 Scale instrument shall have the ability to connect with external PC software to allow configuration, data backup and restore, security unlock capabilities, FTP access to log files so as to significantly reduce service cost and downtime during any repair and maintenance of the scale.
- 5.18 Scale instrument shall have the ability to display traffic light, gate or loop status in color and ability to control traffic light and gate from the scale instrument with Task Expert or equivalent programmability.
- 5.19 The scale instrument shall be a Mettler-Toledo, Inc. Model IND780 or equivalent.

6 JUNCTION BOXES AND CABLES

- 6.1 Junction boxes shall not be permitted in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers with encapsulated PCBs shall not be permitted due to the failure rates associated with PCBs that have wired connections made within enclosures which are not hermetically sealed.
- 6.2 Load cell cables and scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.
- 6.3 In order to minimize maintenance issues, only a single cable shall be used to transmit data or weight signals between the weighbridge and the digital weight display.

7 LIGHTNING PROTECTION SPECIFICATIONS

- 7.1 A comprehensive lightning protection system shall be provided with the scale.
- 7.2 The system shall not require complicated wiring or devices to provide this protection.
- 7.3 Major scale components including load cells and scale instrument shall be included in the lightning protection system.
- 7.4 Grounding of all scale components including load cells, scale instrument, and accessories shall be to one common point. Systems with multiple ground points are not acceptable.
- 7.5 An AC line surge protector shall conveniently plug into a common electrical outlet and have a receptacle.
- 7.6 Each AC line surge protector required shall have one isolated, grounding, hospital-grade duplex receptacle, and an internal 15-amp circuit breaker.

MORRIS COUNTY MUA

Technical Specifications

- 7.7 Verification of the lightning protection system's performance shall be available in writing from a third-party verification laboratory upon request. Proposals submitted without confirming the availability of 3rd party confirmation that the load cells, cables and instrument as a system have been able to withstand the equivalent of a lightning strike with 75,000 amperes will be rejected.
- 7.8 The lightning protection system shall be a Mettler-Toledo, Inc. StrikeShield™ Lightning Protection System or equivalent.

8 WARRANTY REQUIREMENTS

- 8.1 The scale manufacturer shall warrant the scale assembly including all load cells, weighbridge structure, scale instrument and associated cables from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.
- 8.2 The warranty will warrant the product for a period of 10 years from date of installation or 122 months from date of shipment to the Buyer, whichever occurs first. Bidder shall promptly correct any such defect appearing within the warranty period.
- 8.3 The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location, or at the manufacturer's sole discretion, replacement of the product under warranty. The full cost of warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider.

MORRIS COUNTY MUA

Price Proposal Table

PROPOSAL TO:

Morris County Municipal Utilities Authority

PROPOSAL FOR:

Tunnel Pit Scale Replacement at the Mount Olive Transfer Station

For All Labor, Material and Equipment to Remove Existing Pit Scale, Furnish and Install Two Sets Of Axle And Gross Weighing Truck Scales and Appurtenances at the Lump Sum Price Of:

Lump Sum \$ \$249,410.00

Written Price Two hundred and forty nine thousand, four hundred and ten dollars

MORRIS COUNTY MUA

Price Proposal Signature Form

From: Mettler-Toledo, LLC
1900 Polaris Parkway
Columbus, OH 43240

Vendor: The undersigned has reviewed the proposal submitted in response **Bid#2025-SW05 – Tunnel Pit Scale Replacement at the Mount Olive Transfer Station** issued by the MCMUA.

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 Contract Documents at the proposed prices within the time constraints of Contract Documents:

Business Name: Mettler-Toledo, LLC

Representative's Name (print): Scott Aiello

Representative's Signature: 

Title: Business Area Manager - Industrial

Complete Address: 1900 Polaris Parkway Columbus, OH 43240

Affix Seal if Corporation:

MORRIS COUNTY MUA

General Information

Headings

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 for the project of Tunnel Pit Scale Replacement.

Locations

Mount Olive Transfer Station is located at 168 Gold Mine Rd. Flanders, NJ 07836

Working Hours

Work needs to be done after 5:00 P.M. Monday through Friday, After 12:00 P.M. on Saturday. Sunday work is permitted with notification to the MCMUA. The MCMUA must have complete access to the loading tunnel, including one loading bay scale fully functional at time of opening operations daily.

Notices

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

<u>If to Authority:</u>	The Morris County Municipal Utilities Authority
By mail and/or by hand:	370 Richard Mine Rd. Wharton, NJ 07885

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.

MORRIS COUNTY MUA

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.

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

MORRIS COUNTY MUA

General Information

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.

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 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

MORRIS COUNTY MUA

General Information

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.

SECTION B – OWNER-CONTRACTOR RELATIONS

B-1. AUTHORITY OF MCMUA

A. GENERAL:

The MCMUA, 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 MCMUA, the Contractor shall advise the Owner of the date fixed for such inspection.

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

MORRIS COUNTY MUA

General Information

covered without approval or consent of the MCMUA, 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.

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

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.

MORRIS COUNTY MUA

General Information

D. ENVIRONMENTAL COMPLIANCE:

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 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

MORRIS COUNTY MUA

General Information

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 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 MCMUA to which reference is made. All materials and articles of any kind necessary for the work are subject to the approval of the MCMUA.

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 MCMUA.

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

MORRIS COUNTY MUA

General Information

and testing, in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended as determined by the MCMUA.

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

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:

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

MORRIS COUNTY MUA

General Information

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 assumes 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.

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:

MORRIS COUNTY MUA

General Information

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 MCMUA 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: Questions regarding meaning and intent of the contract documents shall be referred by the Contractor in writing to the MCMUA for his decision. The MCMUA shall respond to the Contractor in writing with his decision. If the Contractor disagrees with the MCMUA's decision or considers that the decision requires extra work, he shall, within five calendar days, notify the MCMUA 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 MCMUA 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

MORRIS COUNTY MUA

General Information

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

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 MCMUA 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 MCMUA determines through inspection or otherwise, that material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the MCMUA 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 it is determined 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 MCMUA 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

MORRIS COUNTY MUA

General Information

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.

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.

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

MORRIS COUNTY MUA

General Information

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 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

MORRIS COUNTY MUA

General Information

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 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, 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 MCMUA 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 MCMUA and a similar allowance of extra time will be made for such other delays as the MCMUA may find to have been caused. 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.

MORRIS COUNTY MUA

General Information

Upon Completion of the work, or a portion thereof, the Contractor shall so notify the MCMUA in writing. Upon receipt of the notification, the MCMUA 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 MCMUA will determine that the work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the MCMUA Board pursuant to written resolution. The maintenance bond shall commence on the date that the MCMUA adopts a resolution accepting the work.

MORRIS COUNTY MUA

Administrative Documents

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

Owner's Checkmarks		Bidder's Initials
X	Bid Security by way of a certified check, cashier's check, or bid bond	SA
X	Consent of Surety	SA
X	Statement of Ownership Disclosure	SA
X	Subcontractor Utilization Form	SA
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	SA
X	Non-Collusion Affidavit	SA

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

Owner's Checkmarks		Bidder's Initials
X	Administrative Documents Acknowledgement	SA
X	Price Proposal Table	SA
X	Price Proposal Signature Form	SA
X	Mandatory EEO Language	SA
X	AA-201 Form – Initial Project Workforce Report - Construction	SA
X	N.J. Anti-Discrimination Form	SA
X	Pay to Play Advisory Notice	SA
X	Americans with Disability Act of 1990	SA
X	Affidavit of Non-Debarred Status	SA

MORRIS COUNTY MUA

Administrative Documents

Owner's Checkmarks		Bidder's Initials
X	Surety Acknowledgement	SA
X	Surety Disclosure Statement & Certification	SA
X	Bidder's Agreement to Provide Equipment and Vehicles	SA
X	Equipment and Vehicle Certification Form	SA
X	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	SA
X	Corporate Acknowledgement	SA
X	Acknowledgement of Contractor, if Bidder is a Partnership	SA
X	Acknowledgement of Contractor, if Bidder is an Individual	SA
X	Acknowledgement of Contractor, LLC	SA
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	SA
X	W-9	SA
X	Applicable Licenses	SA

C. The following documents are to be submitted prior to contract award.

Owner's Checkmarks		Bidder's Initials
X	New Jersey Business Registration Certificate	SA
X	Disclosure of Investment Activities in Iran	SA
X	Performance Bond & Payment	SA
X	Certificate of Insurance	SA
X	Lowest Bidder Prevailing Wage Certification	SA
X	Public Works Contractor Registration	SA
X	Non-Debarment Certification – Federal Level	SA

MORRIS COUNTY MUA

Administrative Documents

D. The following documents shall be submitted during the duration of the project

X	Certified Payroll
X	AA-202 Monthly Project Workforce Report - Construction

E. The following documents are to be submitted prior to the start of construction

X	Project Work Schedule (Time Line)
X	AA-201 Initial Project Workforce Report
X	Pre-Construction Photographs or Video
X	Shop Drawings, Material Certifications

F. The following documents are to be submitted at the completion and acceptance of the project.

X	Maintenance Bond (100% Of Final Contract Price)
X	Final Release and Indemnity Agreement
X	Project Guarantees/Warranties (If Applicable)
X	Instruction and O & M Manuals (If Applicable)

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

Business Name: Mettler-Toledo, LLC

Representative's Name: Scott Aiello

Representative's Signature:



Date: 11/3/2025

Phone: 614-438-4972

MORRIS COUNTY MUA

Acknowledgement of Receipt of Addenda

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

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

☒ No Addenda Issued Initials

SA

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: Mettler-Toledo, LLC

Bidder's Signature:

Scott Aiello

Printed Name & Title: Scott Aiello - Business Area Manager - Industrial

Date: 11/3/2025

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. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
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.

MORRIS COUNTY MUA

Instructions for Completing the Initial Project Workforce Report AA201

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

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED "PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT
OPPORTUNITY IN PUBLIC CONTRACTS

**P.O. BOX 200
TRNETON, NJ 08625-0209
(609) 292-9550**

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 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

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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;

(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;

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

(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 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

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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
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.

MORRIS COUNTY MUA

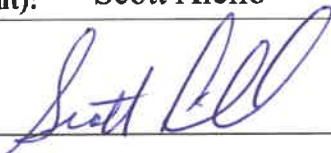
Mandatory Equal Employment Opportunity Language

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: Mettler-Toledo, LLC

Representative's Name (print): Scott Aiello

Representative's Signature:



Date: 11/3/2025

MORRIS COUNTY MUA

Bidder's Agreement to Provide Equipment and Vehicles

AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR THE TUNNEL PIT SCALE REPLACEMENT AT THE MOUNT OLIVE TRANSFER STATION

Mettler-Toledo, LLC (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for Operating The Two Morris County Municipal Utilities Authority Solid Waste Transfer Station Facilities, Located In Parsippany-Troy Hills Township And Mount Olive Township, Including Providing Transportation And Disposal Of All County Solid Waste Received At The Solid Waste The Transfer Stations, and Transportation (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 11/3/2025

By 

Name Scott Aiello

Title Business Area Manager - Industrial

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 FOR THE TUNNEL PIT SCALE REPLACEMENT AT THE MOUNT OLIVE TRANSFER STATION

AJSchnitz (Owner) hereby agrees to provide and commit to
(Bidder), contingent upon the award of the Contract to Bidder for Tunnel
Pit Scale Replacement at the Mount Olive Transfer Station Re-Bid (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 10/31/2025
By Her Rentals
Name AJSchnitz
Title Territory Sale Rep.

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.

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 Bidder

Part 1B

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. I certify that the remaining necessary equipment 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.

11/3/2025

Date



Signature of Bidder

MORRIS COUNTY MUA

Equipment and Vehicle Certification

Part 2

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.

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.

10/31/2025

Date

Herc Rentals

Name of Bidder

Signature of Third Party Owner

Business Address of Above

19-25 Rt 46 Fairfield N.J.
07004

MORRIS COUNTY MUA

Equipment and Vehicle Certification

List of Equipment and Vehicles

(Attachment to Equipment and Vehicle Certification)

VIN	LICENSE PLATE	DECAL #'S	MAKE	MODEL
A08914	X5JN42	66	Ford	van
48841J	X5JN58	94	Mer. Benz	van
131209	X5JP57	83	Mer. Benz	van
131241	X5TP65	84	Mer.Benz	van

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.

MORRIS COUNTY MUA

Americans with Disabilities Act of 1990

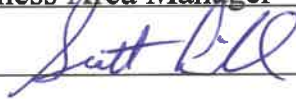
Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any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

Business Name (Print): Mettler-Toledo, LLC

Representative's Name (Print): Scott Aiello

Representative's Title: Business Area Manager - Industrial

Representative's Signature:



Phone: 614-438-4972

Date: 11/3/2025

MORRIS COUNTY MUA

New Jersey Anti-Discrimination

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

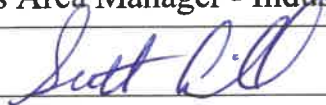
- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on 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): Mettler-Toledo, LLC

Representative's Name (Print): Scott Aiello

Representative's Title: Business Area Manager - Industrial

Representative's Signature:



Phone: 614-438-4972

Date: 11/3/2025

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 is cause for automatic rejection of the bid or proposal.

Name of Organization: Mettler-Toledo, LLC

Organization Address: 1900 Polaris Parkway Columbus, OH 43240

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
Mettler-Toledo International Inc.	1900 Polaris Parkway Columbus, OH 43240

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.**

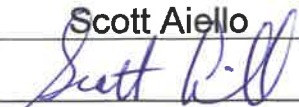
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.mt.com/financials/annual-reports/default.aspx	

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

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

Part IV Certification

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

Full Name (Print):	Scott Aiello	Title:	Bus Area Mgr IND
Signature:		Date:	11/3/2025

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

STATE OF Ohio)
COUNTY OF Franklin) SS:

On this 4th day of November in the year 2025, before me personally came
and appeared Scott C. [Signature]

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

Business Area Manager - Industrial of the
(Managing Member of LLC or duly authorized representative)

firm of: Mettler-Toledo, LLC

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.



JEFFREY R. JACKSON
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

[Signature]
Notary Public

Franklin, Ohio
County, State

MORRIS COUNTY MUA

New Jersey Business Registration Certification

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

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

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

During the course of contract performance:

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

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

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

MORRIS COUNTY MUA

State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM BR-C(02/01)		

John S. Tully
Acting Director

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
2004F014112823533	

MORRIS COUNTY MUA

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

(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



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/Officer: Mettler-Toledo, LLC

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

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

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

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

Name: _____ Relationship to Bidder/Officer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Officer 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): Scott Aiello Signature: 

Title: Business Area Manager IND Date: 11/3/2025

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am

Scott Aiello Scott Aiello

of the firm of

Mettler-Toledo, LLC

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:

Scott Aiello

Subscribed and sworn to before me this

4th

day of

November, 2025

Print Name of Affiant:

Mettler-Toledo, LLC

Notary Public of

Franklin County, Ohio

My commission expires

N/A



Jeff R. Jackson
JEFFREY R. JACKSON
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

MORRIS COUNTY MUA

Federal Non-Debarment Certification

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

MORRIS COUNTY MUA

Federal Non-Debarment Certification

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Mettler-Toledo, LLC
Physical Address of Individual or Organization	1900 Polaris Parkway Columbus, OH 43240
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	12021
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that The Morris County Municipal Utilities Authority (the "Authority") is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by to notify the 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 Authority, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	Scott Aiello	Title:	Bus. Area Mgr IND

MORRIS COUNTY MUA

Federal Non-Debarment Certification

Signature:		Date:	11/3/2025
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PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)



<input checked="checked" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	Mettler Toledo International Inc.
Physical Address	1900 Polaris Parkway Columbus, OH 43240
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.


Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

MORRIS COUNTY MUA

Federal Non-Debarment Certification

	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that The Morris County Municipal Utilities Authority (the "Authority") is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award from the Authority to notify the 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 Authority , permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Scott Aiello	Title:	Bus. Area Mgr Ind
Signature:		Date:	11/3/2025

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
https://www.sec.gov/Archives/edgar/data/1037646/000103764625000012/mtd_exhibit2112312024.htm	
See list of all MT affiliates and subsidiaries	

MORRIS COUNTY MUA

Federal Non-Debarment Certification

Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
https://www.sec.gov/Archives/edgar/data/1037646/000103764625000012/mtd_exhibit2112312024.htm	
See list of all MT affiliates and subsidiaries	
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that The Morris County Municipal Utilities Authority (the "Authority") is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Authority to notify the 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 Authority, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	<div>Scott Aiello</div> <div>Title: Bus. Area Mgr Industrial</div>

MORRIS COUNTY MUA

Federal Non-Debarment Certification

Signature:		Date:	11/3/2025
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MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I, Scott Aiello of the City/Town of

Columbus, in the County of Franklin

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

I am Scott Aiello, a Business Area Manager - IND
(Name) (Title, Position, etc.)

of Mettler-Toledo, LLC, the Bidder
(Name of Firm, Company or Corporation)

making the Bid for the Morris County Municipal Utilities Authority (MCMUA) 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 Department of Labor's Workplace Accountability in Labor List; 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 and Department of Labor's Workplace Accountability in Labor List at any time prior to, and during the life of the Contract, including the Guarantee Period, that the Morris County Municipal Utilities Authority (MCMUA) 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.

Scott Aiello
(Signature of Bidder)

Business Area Manager - Industrial Mettler-Toledo, LLC

(Printed or Typed Name & Title of Bidder)

1900 Polaris Parkway Columbus, OH 43240

(Address of Bidder)

(Seal if Corporation)

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work	NONE	
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and all Kindred Work	NONE	
Electrical Work	NONE	
Structural Steel and Ornamental Iron Work	NONE	

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) METTLER-TOLEDO INTERNATIONAL, INC	
2 Business name/disregarded entity name, if different from above. METTLER-TOLEDO, LLC (FEIN: 34-1538688)	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>D</u> (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1900 Polaris Parkway	Requester's name and address (optional)
6 City, state, and ZIP code Columbus OH 43240	
7 List account number(s) here (optional)	

Part I 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
1	3		-	3	6	6	8	6	4 1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 <i>Cornelia S Acebedo</i>	Date 1/3/2025
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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 [*]
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.

MORRIS COUNTY MUA

Lowest Bidder Prevailing Wage Certification

In the matter of an award of a contract for public) State of New Jersey - Department of Labor
Work for a project described as:) Workforce Development Division of Wage &
(Description of Work)) Hour Compliance

T. Alton Hill, of full age and under oath, duly provides the following sworn statement:

1. I am the owner and/or highest-ranking official or officer of a company or firm named METTLER TOLEDO d.b.a. Atlantic Scale, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 648014
2. I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.
3. The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations,
 - a. For appropriate locality
 - b. For the appropriate work classification (e.g. carpenter, electrician, mason, plumber)
 - c. For the appropriate job title (e.g. Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA) N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Date: 11/5/2025

Name (Printed): T. Alton Hill

Signature: 

Title: Sr VP and General Manager

MORRIS COUNTY MUA

Form of Bid Bond

Bond No. 14743-RLI-25-03

KNOW ALL MEN BY THESE PRESENTS, that we, Mettler-Toledo, LLC
, Hereinafter called the Principal, as Principal, and the RLI Insurance
Company of 9025 N. Lindbergh Drive, Peoria, IL 61615 a corporation duly organized
under the laws of the State of Illinois, hereinafter called the Surety, as Surety are held and
firmly bound unto Morris County Municipal Utilities Authority (MCMUA) hereinafter called the Obligee, in the
sum of Ten Percent of 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 Tunnel Pit Scale Replacement at the Mount Olive Transfer
Station - Bid #2025-SW05

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 29th day of October, 2025. In the presence of:

Scott Bell
(Witness)

Mettler-Toledo, LLC (SEAL)
(Principal)

(Title) Assistant Secretary, officer

RLI Insurance Company _____ (SEAL)
(Surety)

JoAnn R. Frank
(Witness) JoAnn R. Frank

Cynthia L. Choren (SEAL)
(Title) Cynthia L. Choren, 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 29th day of October, 2025

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


By



*Surety Company
Attorney-in-Fact*

Cynthia L. Choren

Attest:


JoAnn R. Frank, Witness

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF Missouri)
) SS:
COUNTY OF St. Louis City)

On this 29th day of October in the year 2025 before me personally came
Cynthia L. Choren to me known, who being by me duly sworn, did depose

she
and say, that ~~he~~ resides in St. Louis, MO,

she
that ~~he~~ is the Attorney-In-Fact of RLI 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.

Karen L. Roider
Karen L. Roider, Notary
My Commission Expires: 06/17/2026 (Seal)

CONTRACTOR ACKNOWLEDGMENT

STATE OF Ohio)
) SS:
COUNTY OF Franklin)



On this 17th day of November in the year 2025, before me personally

came Scott Aiella to me known, who being by me duly

sworn, did depose and say, that he resides in Columbus, OH; that he is the

147 Business Area Mgr of Mettler-Toledo, LLC, 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)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. 14743-RLI-25-03

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Cynthia L. Choren in the City of St. Louis, State of Missouri,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

Principal: Mettler-Toledo, LLC
Obligee: Morris County Municipal Utilities Authority (MCMUA)

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 11th day of September, 2025.



State of Ohio

County of Cuyahoga

} SS

On this 11th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



**RLI Insurance Company
Contractors Bonding and Insurance Company**

Eric Raudins

Eric Raudins

Sr. Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of October, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Christina Dean Corporate Secretary



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

RLI Insurance Company, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety(ies) meet(s) 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 and surplus, as determined in accordance with the applicable laws of the State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2024, which amounts have been certified on a Consolidated Certification by KPMG Peat Marwick, LLP, 150 John Kennedy Parkway, Short Hills, NJ 07078, and are included in the Annual Statement on file with the New Jersey Department of Insurance (NJDOI).

<u>Surety Company</u>	<u>Capital</u>	<u>Policyholder's Surplus</u>
RLI Insurance Company	\$10,000,375	\$1,787,312,022

- (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. Statute 9305, the underwriting limitation established therein on July 1, 2024 is as follows:

<u>Surety Company</u>	<u>Limitation</u>
RLI Insurance Company	\$152,014,000

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of July 1, 2024 is as follows: **not applicable**

- (4) The amount of the bond to which this statement and certification is attached is 10% NTE \$20,000.00
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, 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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>	<u>Treasury Limitation</u>
------------------	----------------	---------------	----------------------------

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.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Eric Raudins, as Sr. Vice President, for **RLI Insurance Company**, a corporation domiciled in **Illinois**, respectively, DO 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, the bond is VOIDABLE.


Eric Raudins

Sr. Vice President



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	\$ 1,623,131,091
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,523
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,817
Receivables for securities	275,318
Agents' balances	102,566,673
Investment income due and accrued	13,698,890
Funds held	0
Reinsurance recoverable on paid losses	16,390,360
Federal income taxes receivable	2,852,054
Net deferred tax asset	4,498,328
Guarantee funds receivable or on deposit	162,638
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,988
Other admitted assets	10,471,819
Total Admitted Assets	\$ 3,620,048,212

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 1,043,034,784
Unearned premiums	452,867,199
Accrued expenses	135,095,230
Funds held	590,443
Advance premiums	27,473,420
Amounts withheld	64,224,218
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	28,179,079
Payable for securities	7,894,282
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	\$ 1,832,736,190
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	\$ 1,787,312,022
Total Liabilities and Surplus	\$ 3,620,048,212

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New Jersey and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate
Seal
Affixed }

Craig Kliethermes

President

Olga S. Happel

Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial
Seal
Affixed }

Jill A. Scott

Notary Public, State of Ohio

M0058325_Portal



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATLANTIC SCALE COMPANY, INC.

Trade Name:

Address: 136 WASHINGTON AVE
NUTLEY, NJ 07110-3502

Certificate Number: 0070307

Effective Date: January 06, 1982

Date of Issuance: September 23, 2025

For Office Use Only:

20250923155215017

Return

Certificate Number
648014

Registration Date: 12/13/2024
Expiration Date: 12/12/2025



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Bill Algieri, President
Joe Algieri, Secretary

Responsible Representative(s):
Joseph Algieri, Vice-President
Frederick Algieri, Treasurer

Attorney's State CA
2024

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

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

NON TRANSFERABLE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: Columbus.CertRequest@marsh.com FAX (A/C, No):														
INSURED Mettler-Toledo International Inc. and All of its Divisions and Subsidiaries 1900 Polaris Parkway Columbus, OH 43240	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER B : Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER C : Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Insurance America, Inc.	24554	INSURER B : Arch Insurance Company	11150	INSURER C : Arch Indemnity Insurance Company	30830	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Arch Indemnity Insurance Company	30830														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

CLE-007412311-01

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		US00005996LI25A	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		41CAB1004008 (AOS) 41CAB1004108 (MA) 'DED: \$400,000'	07/01/2025 07/01/2025	07/01/2026 07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00005997LI25A	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	44WC11004508 (AOS) 'SIR: \$400,000'	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Ref: Bid #2025-SW05.

The Owner, the Engineer, and their respective officers, employees and agents is/are included as additional insured (except workers compensation) where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation in favor of the certificate holder applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Morris County Municipal Utilities
Authority
370 Richland Mine Road
Wharton, NJ 07885

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 41CAB100408

Named Insured: METTLER-TOLEDO, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-25

ENDORSEMENT

This endorsement, effective 12:01 a.m., July 1, 2025, forms a part of Policy No. US00005996LI25A issued to Mettler-Toledo International Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Required Per Written Contract	As Required Per Written Contract	30 All Other 10 for Nonpayment

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 44WCI1004508

Named Insured: METTLER-TOLEDO, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 07-01-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): As per written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/23/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MARSH USA LLC 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215 Attn: columbus.certrequest@marsh.com, fax 212-948-0798		PHONE (A/C, No, Ext):	COMPANY HDI Global Insurance Co.	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED Mettler-Toledo International Inc. and All of its Divisions and Subsidiaries 1900 Polaris Parkway Columbus, OH 43240			LOAN NUMBER	POLICY NUMBER CPD1222312
			EFFECTIVE DATE 07/01/2025	EXPIRATION DATE 07/01/2026
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: Ref: Bid #2025-SW05.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"All Risk" Property & Business Income	50,000,000	1,500,000
Flood - 2% of TIV, subject to \$1,500,000 minimum and \$2,500,000 maximum.	25,000,000	
Earthquake - Ded: \$1,500,000; \$3,000,000 in California.	25,000,000	
Builders Risk Insurance	5,000,000	

Other deductibles may apply per policy terms and conditions.

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CLE-007412738-02

NAME AND ADDRESS Morris County Municipal Utilities Authority 370 Richland Mine Road Wharton, NJ 07885	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>		