

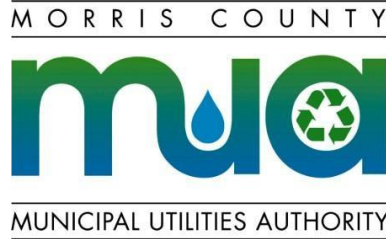
**MORRIS COUNTY MUA**



**RFP#2025-W02**

**PROFESSIONAL SERVICES FOR  
WATER EXPLORATION ENGINEER**

# MORRIS COUNTY MUA



Notice is hereby given by the Morris County Municipal Utilities Authority (“MCMUA”) that Request for Proposals will be received by the Morris County Municipal Utilities Authority (“MCMUA”) on **Tuesday April 1, 2025 at 2:00 pm** prevailing time in the Morris County Municipal Utilities Authority (“MCMUA”) office located at 370 Richard Mine Road, Wharton, NJ 07885 at which time and place the proposals will be opened publicly and read for the following:

## **RFP#2025-W02 PROFESSIONAL SERVICES FOR WATER EXPLORATION ENGINEER**

- The Morris County Municipal Utilities Authority (MCMUA) is seeking to work with a consultant who will guide the process of identifying options, administer the review, analysis, and prioritization of those options that are best suited to increase water supplies to the MCMUA Water Distribution System. This is intended to be a long range strategic planning effort focused on reliability and designed to address water supply shortfalls and changes in system demands that may arise in the future.
- All services shall be overseen by a professional engineer.

### **Obtaining Proposal Documents:**

Proposal Documents shall be made available on March 7, 2025

- Morris County Municipal Utilities Authority Marilyn Regnar:  
mregner@co.morris.nj.us or 973-829-8584

### **Submission of Proposal:**

- All proposals must be submitted on the proposal forms provided in the RFP documents in order to be considered.

### **Vendor Requirements:**

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

### **Additional Information:**

- Prospective Vendors are cautioned not to rely solely on this Legal Notice in preparing their Proposals, but to read the RFP Documents in their entirety and comply with all proposal requirements set forth therein. Any questions concerning the RFP Documents should be in writing and emailed to [SOmara@co.morris.nj.us](mailto:SOmara@co.morris.nj.us).
- We strongly encourage that all proposals are to be submitted electronically, or via certified mail or overnight delivery in lieu of in-person hand delivery to the following address: [mregner@co.morris.nj.us](mailto:mregner@co.morris.nj.us) and [lgindoff@co.morris.nj.us](mailto:lgindoff@co.morris.nj.us)

# MORRIS COUNTY MUA

370 Richard Mine Road, Wharton, NJ Attn: Marilyn Regnar

Re: RFP#2025-W02 Professional Services for Water Exploration Engineer

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 proposal 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.*

Marilyn Regnar

# MORRIS COUNTY MUA

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## *Schedule of Events*

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

- Publication of Legal Notice: Tuesday, March 7, 2025
- Proposals Due: Tuesday, April 1, 2025
- Contract Award: Anticipated on Tuesday, April 8, 2025

### **Date and Place of Proposal Opening**

The MCMUA shall receive proposals on Tuesday, April 1, 2025 at 2:00pm prevailing time at the MCMUA's electronically [mregner@co.morris.nj.us](mailto:mregner@co.morris.nj.us) or directly to the office located at 370 Richard Mine Road, Wharton, NJ 07885.

# MORRIS COUNTY MUA

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## *Definitions*

The attention of all Proposers is directed to the Definitions section contained herein.

Definitions shall apply to any such term(s) not otherwise defined in this Definitions section. In the case of any term(s) not specifically defined in this Definitions section, or any other document in the Contract 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 Contract Documents and shall be defined as follows:

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

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

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

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

Contract Price means the prices proposed in the Price Proposal Table and accepted by the MCMUA.

Consultant means the Successful Vendor 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.

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

Party or Parties means either or both the Morris County Municipal Utilities Authority and the Contractor, as applicable.

Price Proposal Forms means those forms that must be utilized by all Vendors for the pricing of services to be provided under the Contract.

# MORRIS COUNTY MUA

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## *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.

RFP means all documents, proposal forms, affidavits, certificates, certifications, statements submitted by the Vendor at the time of the Proposal opening.

RFP Documents means all documents in this Request for Proposals (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.

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. Subcontractor means any business hired by consultant as part of project.

Successful Vendor(s) is the Vendor(s) 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.

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

Vendor means any person, firm or entity which submits a Proposal in response to this Request for Proposals and who are collectively referred to herein as "Vendors."

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 handwritten documentation. Proof of receipt provided.

# MORRIS COUNTY MUA

## *Information to Vendors*

### SECTION I - SUBMISSION OF PROPOSALS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed Proposals pursuant to the Legal Notice. Said Notice to Prospective Vendors is to be attached to and is considered as a part of these Information to Vendors.
- Sealed Proposals will be received by the Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective Vendors.
- It is the Vendor's responsibility to see that the Proposal is presented to the MCMUA on the hour and at the place designated.
- Proposals received after the designated time and date will be returned unopened
- The 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.
- Proposals may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for Proposals forwarded by regular or overnight mail.**
- All mailed Proposals must be delivered and signed for by the MCMUA Staff ONLY
- The following must be reflected on the face of the envelope the Proposal documents are submitted in:
  1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
  2. Bearing the name and address of the Vendor written on the face of the envelope
  3. Clearly marked "PROPOSAL" with the contract title and/or PROPOSAL # being identified
- Prospective Vendors may collaborate with other firms to submit 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 Proposal Documents, in accordance with the Proposal Documents and Applicable Laws.
- 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. Proposals may be signed by a duly authorized representative of the Vendor 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 Vendor.
- Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal form, attachment of additional 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 Proposal.
- Each Proposal form must give the full business address of the Vendor and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:

# MORRIS COUNTY MUA

## *Information to Vendors*

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Prospective Vendors. It is a serious crime for the Vendor 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 Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Vendor should consult the statutes or legal counsel for further information.

## **SECTION II INTERPRETATION AND ADDENDA PROSPECTIVE VENDORS RESPONSIBILITIES**

- 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 Vendors. All addenda so issued shall become part of the specification and Proposal documents and shall be acknowledged by the Vendor in the Proposal by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- When issuing addenda, the owner shall provide required written notice prior to the official receipt of Proposals to any person who has submitted a Proposal or who has received a Proposal package. They will be sent from SOMara@co.morris.nj.us. It is recommended that the Vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the MCMUA. The Vendor accepts the obligation to become familiar with these specifications.
- Prospective Vendors are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Prospective Vendors should be promptly reported in writing to the appropriate MCMUA official. In the event the Vendor fails to notify the MCMUA of such ambiguities, errors or omissions, the Vendor shall be bound by the Proposal.
- No oral interpretation of the meaning of the specifications will be made to any Vendor. Every request for an interpretation shall be in writing, addressed to the MCMUA's representative stipulated in the Proposal. 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 Proposals. 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 Vendors, 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 Vendor in the Proposal. The MCMUA's interpretations or corrections thereof shall be final.

## **SECTION III - PREPARATION OF PROPOSALS**

- The MCMUA is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Successful Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Proposals submitted shall include this cost in the Proposal price agreement, unless stated specifically otherwise in the Technical Specifications.

## **SECTION IV - PROPOSAL OPENING / ANALYSIS & EQUIPMENT**

- Acceptance of Proposals



# MORRIS COUNTY MUA

## *Information to Vendors*

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

- **Proposal Opening**

No Proposal may be withdrawn after the specified opening time and date. Once opened, all Proposals become the property of the MCMUA, and will not be returned to the Prospective Vendors.

The MCMUA may award the work which is most advantageous to the MCMUA based on Price and Other Factors; Technical, Managerial and Cost. Weighed criteria will be announced at the Request for Proposal opening.

As per N.J.A.C. et. seq., the rating report will be made available at a minimum of 48 hours prior to action by the governing body in any future award for this service.

- **Contract Award**

Should the MCMUA decide to award the contract, it shall notify the successful Vendor(s) in writing within sixty (60) days of receipt of Proposals. Should a successful Vendor(s) 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 Vendor(s) 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 Vendor(s) 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 Vendor(s)

The successful Vendor(s) will not assign any interest in this Proposal and shall not transfer any interest in the same without the prior written consent of the MCMUA.

- **The MCMUA reserves and holds the following rights and options to exercise at its discretion:**

- To waive any technicalities or irregularities in any proposal.
- To cancel, modify or change the scope of work.
- To change or modify the proposal schedule.
- To negotiate any or all parts of the proposal.
- To terminate negotiations with any candidate.
- To approve or reject team members.
- To approve or reject sub-consultants or sub-contractors.
- To issue subsequent Requests for Proposal.

## **SECTION V - REJECTION OF PROPOSALS**

- **The MCMUA reserves the right to reject any and all Proposals for any one or more of the following reasons.**
  - Proposal substantially exceeds the cost estimates for the goods and services.
  - Proposal 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.

# MORRIS COUNTY MUA

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## *Information to Vendors*

- 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 Proposal is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple Proposals from an agent representing competing Prospective Vendors;
- The Proposal is inappropriately unbalanced;
- The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or, if the successful Vendor 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 Proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b).
- Conditional Proposals will not be accepted.

# MORRIS COUNTY MUA

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## *Technical Specifications*

### **BACKGROUND**

The Morris County Municipal Utilities Authority (MCMUA) is seeking to work with a consultant who will guide the process of identifying options, administer the review, analysis, and prioritization of those options that are best suited to increase water supplies to the MCMUA Water Distribution System. This is intended to be a long range strategic planning effort focused on reliability and designed to address water supply shortfalls and changes in system demands that may arise in the future.

The selected candidate or firm shall possess a working knowledge of NJ water supply and drinking water regulations. A demonstrated working relationship with NJDEP and NJ Highlands Council will be required. Demonstrated experience with water system deficit surplus water availability and water system demand and allocation as well as statewide water supply master plan consistency and net water availability determinations on a sub water shed basis will be required.

### **Role Description**

- The selected candidate or firm shall possess a working knowledge of NJ water supply and drinking water regulations. A demonstrated working relationship with NJDEP and NJ Highlands Council will be required. Demonstrated experience with water system deficit surplus water availability and water system demand and allocation as well as statewide water supply master plan consistency and net water availability determinations on a sub water shed basis will be required.
- A general understanding of Morris County water systems, both municipally and investor owned, as well as other non public water systems will be required.
- Knowledge of other non-public sources and systems proximate to the MCMUA system, both active and those with under or unutilized sources.
- Project team should include a Hydrogeologist familiar with northern NJ geology and aquifer systems.

### **PROPOSAL CONTENT**

*The Proposal shall:*

- Provide a detailed description of the Consulting firm and its relevant experience.
- Provide a complete and detailed description of the proposed service.
- Identify any support personnel, sub-consultants or laboratories.
- Include hourly rates for all personnel.

*The Fee Proposal shall:*

- Include all work required to address the scope of services listed in the Technical Specifications.
- Establish an all-inclusive lump sum price for each task so designated and provide a detailed level of effort (man-hour) breakdown and related out of pocket expenses.
- Establish an all-inclusive hourly rate for each task so designated.

# MORRIS COUNTY MUA

## *Technical Specifications*

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### **GENERAL DESCRIPTION**

The scope of this RFP is to select a qualified Consultant to provide the necessary PROFESSIONAL SERVICES for WATER EXPLORATION ENGINEER

The Consultant shall supply and include in its costs all personnel, sub-consultants, laboratories and all services to complete the work in accordance with the Scope of Services. All notes, calculations, studies, and computer documents generated for this project shall be the property of MCMUA and turned over to MCMUA at the conclusion of the project. The Consultant is to include time on-site to conduct any necessary investigations or interviews and meet with MCMUA as outlined in the Scope of Services or as required. The Consultant shall provide MCMUA with monthly progress reports and conduct progress meetings as outlined.

The Consultant and its Project Manager shall possess experience, expertise and knowledge in all technical areas of work related to evaluation and implementation of proposed tasks. The MCMUA may meet with the professional services consultant(s) to discuss and refine their proposed service and price prior to award in an effort to assure that all MCMUA goals are addressed. At the initial project meeting the Professional shall provide the MCMUA with a contact person to receive data as well as its data acquisition and asset review protocols which will become the guidelines for interaction between the Consultant and MCMUA. Once this understanding is reached, the Consultant shall proceed to identify all qualifying components that make up the MCMUA system. The Consultant shall plan to meet with the MCMUA monthly to report on progress and review outstanding tasks.

Its MCMUA's intent that the proposals should be broken down into the tasks noted as follows:

- Task 1: Drilling and Installation of Wells
- Task 2: Pumping Test, Groundwater Sampling and Data Analysis
- Task 3: Summary Letter Report Preparation
- Task 4: Allowance, Unanticipated & Unexpected

Work The scope generally includes the tasks as outlined below.

# MORRIS COUNTY MUA

## *Technical Specifications*

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### **SCOPE OF WORK**

#### **Task 1 – Workplan**

The Consultant will work with MCMUA to prepare a workplan that is designed to assemble accurate and complete information about additional water supplies in or near the MCMUA system and service territory.

The workplan will identify sources of information, and program stakeholders. It will also include a long-term broad estimate (fifty (50)-year forecast) of a wide range of potential demand scenarios on the MCMUA system and its customer base.

Conceptual planning for large scale system supply and demand adjustments, transfers, and source elimination must be incorporated. Such significant supply changes may be due to municipal system insolvency, source contamination, regulatory changes, drought effects, or other unanticipated interruptions. As such, given the wide range of assessments intended, the breadth of options considered will need to be equally far reaching.

Preparation of the work plan will be completed within 90 days of authorization.

The consultant must provide monthly reports of the work completed no later than the 1st of the month following.

The work plan will include a detailed scope of work and cost proposal for Part 2.

#### **Long Range Water Supply Assessment (Future Work)**

The intent is to advance the approved Work plan into a Long-Range Water Supply Assessment as part of a future authorization. Upon adoption of the Workplan and authorization of the work, the consultant will implement the approved workplan, compiling information and data from identified sources, conducting analyses, and identifying options, constraints and cost benefit of each supply scenario, in sufficient detail to accurately assess feasibility, constraints, and risks for successful implementation. Deliverables will include a report describing the various scenarios evaluated, cost estimates, and prioritization matrix. It is anticipated that written monthly progress reports will be furnished to MCMUA, and that monthly work sessions will be scheduled throughout the duration of the study.

It is anticipated that Part 2 will be completed within 6 months of the workplan adoption and authorization of Part 2.

# MORRIS COUNTY MUA

## Technical Specifications

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### TASK 2 MEETINGS

The consultant should include an initial work session and charter adoption, intermediate work session with stakeholders, and final recommendation presentation to the MCMUA for adoption.

### TASK 3 ALLOWANCE, UNANTICIPATED & UNEXPECTED WORK

Written authorization is necessary prior to performing any work associated with this task. This allowance is for any unanticipated & unexpected work which may arise during the professional services.

All responses will be based on **PRICE and OTHER FACTORS:**

- Technical
- Managerial
- Cost

As per N.J.S.A. 40A:11-1. et. Seq., the rating report will be made available at a minimum of 48 hours **PRIOR** to action by the governing body in any future award for this service.

The Rating sheet below is the matrix the MCMUA will be utilizing to rate respondents. Weighed criteria will be announced at the Proposal Opening

<b><u>Technical criteria:</u></b>
<b>(1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?</b>
<b>(2) Is the vendor's proposal complete and responsive to the specific RFP requirements?</b>
<b>(3) Has the past performance of the vendor's proposed methodology been documented?</b>
<b>(4) Does the vendor's proposal use innovative technology and techniques?</b>
<b><u>Management criteria:</u></b>
<b>(1) How well does the proposed scheduling timeline meet the contracting unit's needs?</b>
<b>(2) Is there a project management plan?</b>
<b>(3) Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?</b>
<b>(4) Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?</b>
<b>(5) Does the vendor document industry or program experience?</b>
<b>(6) To what extent does the vendor rely on in-house resources vs. contracted resources?</b>

# MORRIS COUNTY MUA

## *Technical Specifications*

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**(7) Are the availability of in-house and contract resources documented?**

**(8) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?**

**(9) Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?**

**(10) Does the vendor demonstrate cultural sensitivity in hiring and training staff?**

**Cost criteria:**

**(1) Relative cost: How does the cost compare to other similarly scored proposals?**

**(2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?**

**(3) If required, are suitable bonds, warranties, or guarantees provided?**

**(4) Does the proposal include quality control and assurance programs?**

# MORRIS COUNTY MUA

## *Administrative Documents*

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

Owner's Checkmarks		Bidder's Initials
X	Statement of Ownership Disclosure	
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Non-Collusion Affidavit	
X	Disclosure of Investment Activities in Iran	
X	Affidavit of Non-Debarred Status	
X	Price Proposal Table	
X	Price Proposal Signature Form	
X	Experience & Qualifications Questionnaire	
X	Corporate Acknowledgement	
X	Acknowledgement of Contractor, if Bidder is a Partnership	
X	Acknowledgement of Contractor, if Bidder is an Individual	
X	Acknowledgement of Contractor, LLC	
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	
X	Affirmative Action Compliance Notice	
X	Mandatory EEO Language	
X	Certificate of Employee Information Report/AA-302	
X	Americans with Disability Act of 1990	
X	Pay to Play Advisory Notice	
X	W-9	
X	Anti-Discrimination Requirements	



# MORRIS COUNTY MUA

## *Administrative Documents*

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

Owner's Checkmarks		Bidder's Initials
X	New Jersey Business Registration Certificate	
X	Certificate of Insurance	

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

**Business Name:**

\_\_\_\_\_

**Representative's Name:** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

# MORRIS COUNTY MUA

## *Acknowledgement of Receipt of Addenda*

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

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

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

**No Addenda Issued Initials \_\_\_\_\_**

### **ACKNOWLEDGEMENT OF VENDOR**

**Name of Vendor:**

\_\_\_\_\_

**Vendor's Signature:** \_\_\_\_\_

**Printed Name & Title:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

# MORRIS COUNTY MUA

## *Price Proposal Signature Form*

**PROPOSAL TO:**

*Morris County Municipal Utilities Authority*

**FOR:**

*Professional Services for Water Exploration Engineer*

**TASK 1. Development of Work Plan**

Estimated Fee: \$ \_\_\_\_\_

**TASK 2. Meetings**

Estimated Fee: \$ \_\_\_\_\_

**TASK 3. Allowance for Unanticipated & Unexpected Work**

Allowance: \$ 5,000

**Total \$** \_\_\_\_\_

**Firm Name:** \_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Official Position:** \_\_\_\_\_

**Note:** Estimated Fee Tasks require person hour breakdown and projected out-of-pocket expenses for each task. Hourly Rates table for all resources shall be provided with the proposal.

# MORRIS COUNTY MUA

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## *Price Proposal Signature Form*

**From:** \_\_\_\_\_  
\_\_\_\_\_

**Vendor:** The undersigned has reviewed the proposal submitted in response **RFP#2025-W02 Professional Services for Water Exploration Engineer** 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 Specifications at the proposed prices within the time constraints of Specifications:

**Business Name:** \_\_\_\_\_

**Representative's Name (print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Complete Address:** \_\_\_\_\_

\_\_\_\_\_

**Affix Seal if Corporation:**

# MORRIS COUNTY MUA

## *Experience & Qualifications Questionnaire*

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

Number of years in business under present name & address:

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

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Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them:\_\_\_\_\_. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: \_

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If yes, please provide details:

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

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

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# MORRIS COUNTY MUA

## *Experience & Qualifications Questionnaire*

Please provide at least 3 references below:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 applicants 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

**Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

**Business Name:**

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**Representative's Name (print):**

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**Representative's Signature:**

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**Date:**

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# MORRIS COUNTY MUA

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## *Affirmative Action Compliance Notice*

### EXHIBIT A

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful respondent shall submit to the public agency, after notification of award but prior to execution of the contract, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**Business Name:**

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**Representative's Name (print):**

---

**Representative's Signature:**

---

**Date:**

---

**Phone:**

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# MORRIS COUNTY MUA

## *Affirmative Action Evidence*

### Sample Federal Letter of Approval

#### Attachment 5

U.S. Department of Labor  
Administration

Employment Standards

Office of Federal Control  
Compliance Programs Newark  
Area Office  
124 Evergreen  
Place, Fourth  
Floor East Orange,  
NJ 07108



February 27, 20\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20 .

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

# MORRIS COUNTY MUA

*Affirmative Action Evidence Affirmative Action Evidence*

Attachment # 6

## SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification \_\_\_\_\_

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_

**VOID**

**VOID**



State Treasurer

# MORRIS COUNTY MUA

## Affirmative Action Evidence Affirmative Action Evidence

### Attachment 7

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID, NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT		CITY	COUNTY	STATE ZIP CODE
<b>Official Use Only</b>	DATE RECEIVED	NAUGDATE	ASSIGNED CERTIFICATION NUMBER	

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

# MORRIS COUNTY MUA

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## *Employee Information Report Instructions – Form AA302*

**If you have a current Certificate of Employee Information Report, please submit with your Bid Proposal.**

For forms or more information: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

# 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 thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

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

**Business Name (Print):**

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**Representative's Name (Print):**

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**Representative's Title: Representative's Signature:**

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**Phone:**

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**Date:**

# MORRIS COUNTY MUA

## *New Jersey Anti-Discrimination*

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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):** \_\_\_\_\_

**Representative's Name (Print):** \_\_\_\_\_

**Representative's Title:** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# MORRIS COUNTY MUA

## Statement of Ownership Disclosure

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

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

**Name of Organization:**

---

**Organization Address:**

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**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



# MORRIS COUNTY MUA

## *Statement of Ownership Disclosure*

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

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

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

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

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

**Part IV Certification**

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

Full Name (Print):		Title:	
Signature:		Date:	

# MORRIS COUNTY MUA

## *Corporate Acknowledgement*

STATE OF \_\_\_\_\_ ) ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came  
and appeared \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

That he is the \_\_\_\_\_  
*(principle executive officer or duly authorized representative)*

of \_\_\_\_\_,

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

(Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, State

# MORRIS COUNTY MUA

## Acknowledgement of Contractor, if a Partnership or LLP

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_

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

\_\_\_\_\_ of the  
*(general partner or duly authorized representative)*

firm of: \_\_\_\_\_

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

(Seal)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State

# MORRIS COUNTY MUA

## *Acknowledgement of Contractor, if an Individual*

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally  
came and appeared \_\_\_\_\_

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

(Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, State

# MORRIS COUNTY MUA

## *Acknowledgement of Contractor, if a Limited Liability Company*

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came  
and appeared \_\_\_\_\_

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

\_\_\_\_\_ of the  
*(Managing Member of LLC or duly authorized representative)*

firm of: \_\_\_\_\_

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

(Seal)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State

# MORRIS COUNTY MUA

## *Certified Copy of Resolution of Board of Directors*

\_\_\_\_\_  
(Name of Corporation)

RESOLVED that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ be authorized to sign and submit the Proposal of this  
(Name of Corporation)

Corporation for the following project:

*Professional Services for Hydrogeologists to Direct and Oversee Drilling, Testing and Sampling Test Wells in the Alamatong Well Field Proximate to Existing Wells A-1 and A-2*

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

\_\_\_\_\_ at a meeting of its Board of Directors

held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

***This form must be completed if the Proposer is a Corporation.***

# MORRIS COUNTY MUA

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## *New Jersey Business Registration Certification*

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

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

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

During the course of contract performance:


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

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


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

# MORRIS COUNTY MUA

## State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08644-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 Acting Director
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
<b>Taxpayer Name:</b>	<b>TAX REG TEST ACCOUNT</b>
<b>Trade Name:</b>	
<b>Address:</b>	<b>847 ROEBLING AVE TRENTON, NJ 08611</b>
<b>Certificate Number:</b>	<b>1093907</b>
<b>Date of Issuance:</b>	<b>October 14, 2004</b>
<b>For Office Use Only:</b>	
<b>20041014112823533</b>	



# MORRIS COUNTY MUA

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## *Pay to Play Advisory*

### **PAY TO PLAY ADVISORY**

#### **Disclosure Requirement**

#### **P.L. 2005, Chapter 271,**

#### **Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

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

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

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://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/Offeror: \_\_\_\_\_

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

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

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

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

Name: \_\_\_\_\_

Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# MORRIS COUNTY MUA

## *Non-Collusion Affidavit*

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

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 in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print Name of Affiant: \_\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_

# MORRIS COUNTY MUA

## *Affidavit of Non-Debarred Status*

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF )

I, \_\_\_\_\_ of the City/Town of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)  
of \_\_\_\_\_, the Proposer  
(Name of Firm, Company or Corporation)

making the Proposal for the Morris County Municipal Utilities Authority and that I executed the said Proposal with full authority so to do; that said Proposer at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Proposers; and all statements contained in said Proposal 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 Proposal 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 Proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Proposers at anytime prior to, and during the life of the Contract, including the Guarantee Period, that the Morris County Municipal Utilities Authority shall be immediately so notified by the signatory to this Eligibility Affidavit.**

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

\_\_\_\_\_  
(Signature of Proposer)

(Seal if Corporation)

\_\_\_\_\_  
(Printed or Typed Name & Title of

Proposer) (Address of Proposer)

# MORRIS COUNTY MUA

W-9

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) <sup>a</sup>

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): \_\_\_\_\_

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

\_\_\_\_\_  
| | | | | | | | | | | | | | | | | | | | | |  
Social security number

- -

or  
Employer identification number  
| | | | | | | | | | | | | | | | | | | | | |

### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person<sup>a</sup>

Date<sup>a</sup>

### 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](http://www.irs.gov/FormW9).

# MORRIS COUNTY MUA

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## W-9

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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

## *Contract Agreement*

**THIS AGREEMENT** made and entered into this                      day of                      , **2025**

**BETWEEN:**

**MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY,**

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

*Vendor Name*

*Address*

hereinafter designated as the “CONSULTANT”

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

***RFP#2025-W02 Professional Services for Water Exploration Engineer***

**WHEREAS**, MCMUA has accepted the proposal of the consultant and authorized the execution of this Agreement as cited below.

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

## **II. COVENANTS AND REPRESENTATIONS OF AUTHORITY**

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

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

The execution of this Contract, and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of Authority or any agreement, indenture, mortgage, trust, contract, instrument of Applicable Laws to which Authority is a party or by which Authority is bound. This Contract has been duly executed and delivered and, as of the Contract Date, constitutes a legal, valid and binding obligation of Authority, enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor’s rights generally and the application of general principles of equity.

# MORRIS COUNTY MUA

## *Contract Agreement*

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

### **III. CONTRACT ADMINISTRATION**

- **Contract Documents**

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

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

- **Joint Venture Contract**

In the event the Consultant is a joint venture of two or more Consultants, 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 Consultant under this contract, shall be well and sufficiently given to all persons being the Consultant 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 Consultant.

- **Term of Contract**

The term of contract shall commence upon receipt of the Notice to Proceed by the CONSULTANT provided by the OWNER for the term of one (1) year. The MCMUA will provide written notice prior to the expiration of the first year term if it exercises its option to extend this contract.

The Consultant agrees to make payment of all proper charges for labor and materials required in the aforementioned Work.

It is also agreed and understood that the acceptance of the final payment by the Consultant shall be considered as a release in full of all claims against the MCMUA, or any of its officers, employees, agents and servants arising out of, or by reason of, the work done and materials furnished under this Contract.

# MORRIS COUNTY MUA

## *Contract Agreement*

If the Consultant shall fail to comply with any of the terms, conditions or stipulations of this Contract according to the true intent and meaning thereof, then the Owner may avail itself of any and all remedies provided in the Contract, and at law, and shall have the right and power to proceed in accordance with the provisions thereof.

In consideration of the premises, the MCMUA hereby agrees to pay to the Consultant for the said Work, payments to be made at the unit prices specified in the Consultant's Proposal, as provided in the specifications and upon presentation of the proper certificates to the MCMUA and upon the terms set forth in the Specifications. It is understood that the amount to be paid shall be based on the said unit prices contained in said Proposal and made a part of this Contract, for the work actually done.

- **Applicable Law and jurisdiction**

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

- **Contract amendment** Except as provided herein, the contract may only be amended by written agreement of the MCMUA and the Consultant.

- **Maintenance of records**

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

- **Price fluctuation during contract**

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

#### **IV. INSURANCE & INDEMNIFICATION**

- **Certificate of Insurance**

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



# MORRIS COUNTY MUA

## *Contract Agreement*

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

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

To The MCMUA & The County of Morris,

We have reviewed the insurance requirements in your Contract Documents for RFP#2025-W02, and in response to which the attached insurance certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all the requirements, and should our client be awarded the contract for Professional Services for Hydrogeologists to Direct and Oversee Drilling, Testing And Sampling Test Wells In The Alamatong Well Field Proximate To Existing Wells A-1 And A-2

we shall also provide to the County of Morris, the required endorsements for additional insured, site specific limits of liability, and general aggregate limit, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Consultant).

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

This insurance shall be maintained in force during the life of this contract by the vendor covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability One Million (\$1,000,000).

- General Liability Insurance

The Consultant shall provide Comprehensive General Liability Insurance with a combined single limit of \$5,000,000 each claim and a \$10,000,000 aggregate for bodily injury and property damage. A “claims made” policy is not acceptable.

This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Consultants and Subcontractor
- Products and Completed Operations

# MORRIS COUNTY MUA

## *Contract Agreement*

- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

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

- **Automobile Liability Insurance**

This insurance covering vendor for claims arising from owned, hired and non- owned vehicles with limits of not less than \$5,000,000 any one person and \$5,000,000 any one accident for bodily injury and \$5,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the vendor.

- **Excess Liability**

The Consultant shall be required to carry an excess liability policy with limits of liability of not less than \$1,000,000. This must be excess of all primary liability contracts. When the required underlying limits of the excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable, providing the total aggregate limit of liability is at \$10,000,000. The County of Morris and MCMUA shall be added as an "additional insured".

- **Subcontractor**

All Subcontractor must show evidence of insurance as required by this article.

- **Additional Insurance Requirements**

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

- Insurers shall have no right of recovery or subrogation against the MCMUA and the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- Any an all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Consultant.
- The insurance companies issuing the policy or policies shall have no recourse against the MCMUA and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Consultant shall assume all responsibility for loss or damage to Consultant's materials, equipment and machinery involved under the contract.



# MORRIS COUNTY MUA

## *Contract Agreement*

- The Consultant shall assume all responsibility to save the MCMUA and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- This insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Consultant, or any temporary buildings or other structures erected for the use of the Consultants. The Consultants shall be responsible for all loss of materials by theft or vandalism and malicious mischief.
- All Certificates of Insurance shall state that the MCMUA and the County of Morris is carried as “an additional insured” for the purposes of the contract, and shall include Form CG 2010 and CG 2037 or its equivalent as determined solely by the Morris County Risk Manager.

If any of the above insurance requirements are not complied with at their renewal dates, payments to the Consultant will be withheld until those requirements have been met, or at the option of the MCMUA they may pay the Renewal Premium and withhold such payments from monies due to the Consultant.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County of Morris and MCMUA as to the form and substance, or if a company issuing any such policy shall be or become unsatisfactory to the County of Morris and MCMUA, the Consultant shall upon notice to that effect from the County of Morris and MCMUA, promptly obtain a new policy, submit same to the Purchasing Agent of the County of Morris and MCMUA, for approval, and submit a Certificate of Insurance thereof as herein above provided. Upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County of Morris and MCMUA, may be forthwith declared suspended, discontinued or terminated. Failure of the Consultant to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Consultant from any liability under the contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification.

- **Indemnification**

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

In any and all claims against the MCMUA, County of Morris, the Board of Chosen Freeholders, their employees, agents and servants by any employees of the Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages,

# MORRIS COUNTY MUA

## *Contract Agreement*

compensation or benefits payable by or for the Consultant under worker's compensation acts, disability benefit acts or other employee benefit acts.

- **Covenant Not to Sue**

Consultant covenants not to sue and agrees to waive any and all rights or claims it may have now or in the future against the Authority and the County including those claims that arise pursuant to any applicable present and future remedial laws of any Governmental Body relating to or arising from the Disposal of County Solid Waste pursuant to this Contract and resulting from the existence or alleged existence of Hazardous Waste upon, about or beneath the Disposal Facilities, or migrating or threatening to migrate to or from the Disposal Facilities.

Consultant agrees to hold the Authority and the County harmless and further to indemnify the Authority and the County for any and all liabilities, claims, penalties, damages, forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney fees) arising from said remedial laws, relating to or arising from the Disposal of County Solid Waste pursuant to this Contract and resulting from the existence or alleged existence of Hazardous Waste upon, about or beneath the Disposal Facilities, or migrating or threatening to migrate to or from the Disposal Facilities, whether said actions are commenced by Consultant or third parties.

- **Claims**

In the event that claims in excess of insured amounts provided herein, are filed by reason of any operations under this contract, the amount in excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Consultant until such time as the Consultant shall furnish such additional security covering such claims as may be determined by the County of Morris and MCMUA.

- **Authority's Claims**

In the event that Authority desires to make a claim against Consultant for Indemnification, the Authority shall provide ten (10) days prior written notice to Consultant of its intent to institute any action, suit or proceeding. Authority shall, at the time of giving such notice, if Consultant shall agree that it has responsibility to indemnify the Authority, provide Consultant full authority to defend, adjust, compromise or settle the action, suit, proceeding or demand with respect to which such notice shall have been given, in the name of Authority or otherwise as Consultant shall elect; provided however, that Authority may, at its own expense, retain such additional attorneys as it may deem necessary, which attorneys shall be permitted by Consultant and its attorneys to observe and participate in all aspects of the defense of such action, subject to maintaining any attorney/client privilege under Applicable Laws. Consultant shall have the right, after consultation with Authority, to resolve and settle any such claims or actions which result only in the payment of money damages by Consultant, unless Authority determines, in its sole discretion, that such settlement would not be in its best interest, in which event Authority may, at its own expense, defend such claims or disputes and shall promptly release and indemnify Consultant from any and all liability with respect thereto, provided Consultant shall tender to Authority the sums Consultant would have paid in settlement thereof.

# MORRIS COUNTY MUA

## *Contract Agreement*

- Consultant's Claims

In the event that Consultant desires to make a claim against Authority, Consultant shall provide ten (10) days prior written notice to Authority of its intent to institute any action, suit or proceeding for indemnification. Consultant shall, at the time of giving such notice, if Authority shall agree that it has responsibility to indemnify the Consultant, provide Authority full authority to defend, adjust, compromise or settle the action, suite, proceeding or demand with respect to which such notice shall have been given, in the name of Consultant or otherwise as Authority shall elect; provided however, that Consultant may, at its own expense, retain such additional attorneys as it may deem necessary, which attorneys shall be permitted by Authority and its attorneys to observe and participate in all aspects of defense of such action, subject to maintaining any attorney/client privilege under Applicable Laws. Authority shall have the right, after consultation with Consultant to resolve and settle any such claims or actions which result only in the payment of money damages by Authority unless Consultant, in its sole discretion, determines that such settlement would not be in its best interests, in which event Consultant may, at its own expense, defend such claims or disputes and shall promptly release Authority from any and all liability with respect thereto provided Authority shall tender to Consultant the sums Authority have paid in settlement thereof.

### **V. STATUTORY AND OTHER REQUIREMENTS**

- Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be amended in writing to make such insertion or correction.
- The Work shall be performed in accordance and compliance with all Applicable Laws as well as these Proposal Documents. The Consultant shall be solely and completely responsible for conditions in, on or near the host agency, including the safety of all persons and property affected directly or indirectly by Consultant's operations during the performance of the Work. This requirement shall apply at all times and shall not be limited to only normal working hours.
- MCMUA has the right to observe the Work performed pursuant to the Contract, at any time. Should the MCMUA exercise this right, it shall not be deemed to be a review of the adequacy of the Consultant's safety measures, in, on or near the host agency.
- The Consultant shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

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

# MORRIS COUNTY MUA

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## *Contract Agreement*

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

- **Mandatory Affirmative Action Certification**

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

All successful Perspective Vendors must submit, upon award of the contract or the receipt of the contract, one of the following:

- A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
- A photocopy of an approved Certificate of Employee Information Report, or
- If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA- 302).

- **Americans with Disabilities Act of 1990**

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

- **Stockholder Disclosure**

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

- **The New Jersey Worker & Community Right to Know Act**

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

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- Non-Collusion Affidavit

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

- Safety & Protection

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

- Other Related Statutes

- TITLE 40A, Chapter 11, Local Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning ta codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

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

- New Jersey Business Registration Certification

N.J.S.A. 52:32-44 requires that each vendor (Consultant) submit proof of business registration **prior to award of the contract**. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

N.J.S.A. 52:32-44 imposes the following requirements on Consultants and all Sub-Consultants that **knowingly** provide goods or perform services for a Consultant fulfilling this contract:

- 1) The Consultant shall obtain and provide the owner the BRC of Sub-Consultants knowingly used on this contract.
- 2) The Consultant shall maintain and submit to the contracting agency a list of s Sub-Consultants and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the contract.

# MORRIS COUNTY MUA

## *Contract Agreement*

3) During the term of this contract, the Consultant and its affiliates shall collect and remit, and shall notify all Sub-Consultants and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B- 1 et seq.) on all taxable sales of tangible personal property delivered into this State. Failure to submit the BRC with the proposal is NOT a cause for rejection. If it is not provided prior to execution of a contract the vendor's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible vendor.

A Consultant, Sub-Consultant or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000

- New Jersey Anti-Discrimination

The contract for this proposal shall require that the Consultant agrees not to discriminate in employment and agrees to abide by all the anti- discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at [www.elec.state.nj.us](http://www.elec.state.nj.us).

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Prospective Vendors must indicate if they comply with the law by certifying the form Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

- Social Security Act

The Consultant shall be and remain an independent Consultant with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contribution or taxes for Social Security; Unemployment Insurance, or old age Retirement Benefits, Pensions or Annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Consultant on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Consultant also agrees to indemnify and save harmless the County of Morris and MCMUA from any such contributions or taxes or liability thereof.



# MORRIS COUNTY MUA

## *Contract Agreement*

### **VI. SERVICES OF CONSULTANT**

The professional services to be provided shall include, by reference, the scope of service desired by the OWNER as outlined in MCMUA RFP#2025-W02, and the scope of service contained in the CONSULTANT proposal dated MONTH ?, 2025. Notwithstanding any terms or provisions of the CONSULTANT proposal or anything to the contrary, the provisions of this Agreement supersede any and all writings, discussions or understandings which are inconsistent herewith or which would impose requirements, liability, indemnification or other obligations upon Owner which are greater or in any way materially different from the Owner's obligations and responsibilities herein set forth.

The CONSULTANT shall not be responsible for the acts or omissions of any other CONSULTANT, any Consultant, any Subcontractor, or any of their agents or employees or any persons (except the CONSULTANT's own employees, consultants and agents) at the site or otherwise performing any work in connection with the project, however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by him under this Agreement.

### **VII. ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by OWNER, and agreed to in writing by CONSULTANT, CONSULTANT shall furnish or obtain from others additional services which will be paid for by OWNER as indicated in Section VIII. The following shall be Additional Services:

- Services resulting from significant changes in extent of the Project or its design. A significant change shall be construed to mean a material change and one which causes the CONSULTANT increased costs in the performance of the services.
- Additional or extended services made necessary by work damaged by fire or other cause during construction, prolongation of the contract time, and acceleration of the progress schedule involving on a regular basis services beyond normal working hours.
- Preparing to serve or serving as a CONSULTANT or witness (either expert or factual) for OWNER in any alternate dispute resolution, litigation, public hearing or other legal or administrative proceeding involving the project.
- Services normally furnished by OWNER or other services not otherwise provided for in this Agreement

### **VIII. OWNERS RESPONSIBILITY**

- OWNER shall provide all criteria and full information as to its requirements for the project.
- OWNER shall assist CONSULTANT by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

# MORRIS COUNTY MUA

## *Contract Agreement*

- OWNER shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- OWNER shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto promptly and within a reasonable time so as not to delay the services of CONSULTANT.
- OWNER shall obtain approvals and permits, not otherwise herein required to be obtained by CONSULTANT, from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the project and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project, and such inspection services as OWNER may require (in addition to the services of the CONSULTANT hereunder) in complying with any law, rule or regulation applicable to their performance of the work.
- OWNER shall designate in writing a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
- OWNER shall give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- OWNER shall furnish or request CONSULTANT to provide necessary Additional Services as required.

### **IX. PAYMENTS TO CONSULTANT**

Methods of payment for services and expenses of CONSULTANT shall be as follows:

- Project Services of CONSULTANT. The OWNER agrees to pay the CONSULTANT as compensation for these services as outlined in Section V in accordance with the fee schedule.
- Other Special Services. For Additional Services of the CONSULTANT outlined in Section VII and for such other services as may be authorized in writing by the OWNER, the OWNER shall pay to the CONSULTANT on the basis of time actually expended in accordance with the CONSULTANT's Schedule of Hourly Rates in effect at the time of

service or on the basis of a fee to be mutually agreed between the OWNER and the CONSULTANT.

- Reimbursable Expenses.



# MORRIS COUNTY MUA

## *Contract Agreement*

- CONSULTANT shall submit monthly statements for design phase and construction phase services. Subject to the availability and/or appropriation of sufficient funds, the OWNER will make within forty-five (45) days of receipt of a properly executed voucher, invoice and supporting documentation for work performed, unless the OWNER disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the OWNER within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved. Payment by the OWNER of any service shall not constitute a waiver or acceptance of any deficient services or materials.”
- Billings for additional services shall be as authorized and approved by the OWNER and shall also be submitted on a monthly basis. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly invoices.

### **X. GENERAL CONSIDERATIONS**

- This Contract may be terminated by either party upon ten days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Under this paragraph, the CONSULTANT shall be paid for services rendered and expenses incurred to the termination date. This contract may be terminated without cause by the OWNER upon seven days written notice. Under this paragraph, the CONSULTANT shall be paid for services rendered to the termination date.
- All documents prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by OWNER. All documents and calculations prepared by CONSULTANT pursuant to this Agreement shall be the property of the OWNER but shall remain in the custody of the CONSULTANT unless the originals thereof are requested by OWNER whereupon they shall be delivered to OWNER without additional cost. CONSULTANT shall have the right to retain copies of any originals delivered to OWNER and such copies shall be made by CONSULTANT at its own expense. OWNER acknowledges that CONSULTANT has and will prepare all such documents for OWNER'S exclusive benefit in connection with this project and that OWNER shall not appropriate the same for the benefit of any third party.
- Release of Project Records shall include, but not be limited, to any plans, reports, documents, field notes, or other items of work product generated for the project which are reasonably necessary for its completion.
- Originals of Records shall remain in the custody of CONSULTANT.
- OWNER shall be entitled to complete copies of all records generated for the Project within a reasonable period of time after forwarding a written request to CONSULTANT.
- CONSULTANT shall be compensated for the reasonable costs of reproduction under the provisions of this contract.
- OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators,

# MORRIS COUNTY MUA

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## *Contract Agreement*

assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

- Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this contract without the written consent of the other, except as stated in this section and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent CONSULTANT, associates and Subcontractor as it may deem appropriate to assist him in the performance of services hereunder.
- Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.
- CONSULTANT's opinions of estimated or forecasted project cost or construction cost are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but CONSULTANT cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of estimated or forecasted cost prepared by it.
- The CONSULTANT shall promptly notify the OWNER in writing of any situation or event arising from circumstances beyond its reasonable control and which it would not reasonably foresee which makes it impossible for the CONSULTANT to carry out in whole or in part its obligations under this Agreement, hereinafter referred to as "Force Majeure". If the OWNER does not agree that Force Majeure has occurred as stated in the above notice, it shall promptly notify the CONSULTANT of the OWNER's position. Upon the occurrence of an event of Force Majeure, the CONSULTANT's services shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure.
- CONSULTANT shall not be responsible for the acts or omissions of any CONSULTANT, any Consultant, any Subcontractor, or any of their agents or employees or any persons (except the CONSULTANT's own employees, CONSULTANT's and agents) at the site or otherwise performing any work in connection with the Project, however, nothing shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

# MORRIS COUNTY MUA

## *Contract Agreement*

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

**ATTEST:**

**MCMUA**

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**ATTEST:**

**VENDOR NAME**

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