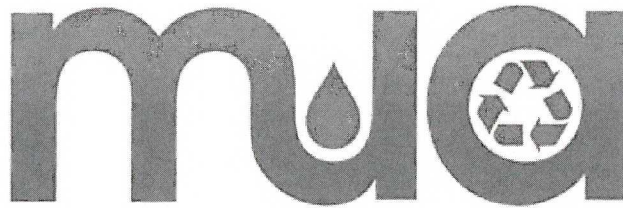


Contract Set No. \_\_\_\_\_

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR:**  
**MOUNT ARLINGTON PUMP REPLACEMENT**

**FILE NO.: SCE-R08125.Y26**  
**MCMUA Contract No: 2026-W03**

M O R R I S   C O U N T Y



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

**BOARD MEMBERS**

**Christopher Dour –Chair**

**Maria Farris– Vice Chair**

**James Barry – Laura Szwak – Dorothea Kominos**

**Dr. Arthur Nusbaum – Larry Ragonese - Frank Druetzler – Ron Smith**

**LARRY GINDOFF, EXECUTIVE DIRECTOR**

**JUNE 2026**  
**A.C. SCHULTES, INC.**

**BIDDER:**

**ADDRESS:**

**TELEPHONE:**

664 South Evergreen Ave.  
Woodbury Hts., NJ 08097  
856-845-5656

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

**06/10/2026**

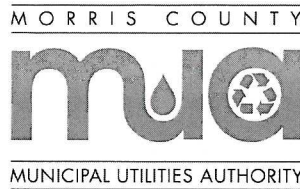
**DATE**

**SUBURBAN CONSULTING ENGINEERS, INC.**

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

**\*\*THIS PAGE INTENTIONALLY LEFT BLANK\*\***





Notice is hereby given by the Morris County Municipal Utilities Authority ("MCMUA") that sealed bids will be received by the Morris County Municipal Utilities Authority ("MCMUA") on **July 02, 2026 at 2:30pm** prevailing time in the Morris County Municipal Utilities Authority ("MCMUA") office located at 370 Richard Mine Road, Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

#### **BID#2026-W03 MOUNT ARLINGTON PUMP REPLACEMENT**

- The Mt. Arlington Pump Replacement project includes the selective demolition, furnish, install, and test two (2) replacement, Aurora horizontal split case pumps within the MCMUA Mt. Arlington Booster Station. The project includes furnishing and installing all necessary materials and equipment, coordination with the MCMUA and all necessary work to complete the project.
- The Contract will allow **120** calendar days for completion of the work from the notice to proceed.

#### **Obtaining Proposal Documents:**

The bidding documents are available at <https://www.suburbanconsulting.com> under **Bid Postings** and/or [www.questcdn.com](http://www.questcdn.com), **Reference Quest Number 10233293**. To be considered a plan holder, register with QuestCDN.com for a free Regular membership and download the bidding documents for **\$22.00**. Bidders must download the documents and become a registered plan holder as plan holder's receive automatic notice of addenda and bid updates. Only registered bidders will be allowed to submit a bid. Interested parties may view the bidding documents at no cost prior to deciding to become a plan holder. Contact QuestCDN Customer Support at 952-233-1632 or [Support@questcdn.com](mailto:Support@questcdn.com) for assistance in membership registration and downloading digital bidding documents.

#### **Submission of Bid:**

- Bids are to be submitted to the following address:  
370 Richard Mine Road  
Wharton, NJ 07885  
**Re: Bid#2026-W03 Mount Arlington Pump Replacement.** If bidders hand deliver the bid submission, they are to deliver them to the MCMUA Office Building located at: 370 Richard Mine Road, Wharton, NJ 07885 during current business hours of 9:00am to 4:00pm.
- The bid opening at the MCMUA will also be conducted using remote meeting software which will be made available to the public with both video and audio capability. Members of the public, not attending in-person, are invited to participate in the bid opening using the provided video and audio-conferencing services. Forty-eight (48) hours prior to the bid opening, both a telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com>.

# MORRIS COUNTY MUA

## *Information to Bidders*

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### SECTION I - SUBMISSION OF BIDS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed bids pursuant to the Notice to Prospective bidders. Said Notice to Prospective bidders is to be attached to and is considered as a part of these Information to Bidders.
- Sealed bids will be received by the Qualified Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective bidders, and at such time and place will publicly open and read aloud all bids received.
- Bid proposals as defined herein, shall be reassembled into book form. The Prospective bidders shall use ring binders (loose-leaf) or spiral binders to reassemble the Bid Documents.
- One (1) original and one (1) copy of the Bid proposal shall be submitted at the time of the Bid opening.
- On all copies of the Bid proposals the Price Proposal page must be tabbed separately.
- It is the bidder's responsibility to see that the bid is presented to the MCMUA on the hour and at the place designated.
- Bids received after the designated time and date will be returned unopened
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope.
- Bids may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for bids forwarded by regular or overnight mail.**
- All mailed bids must be delivered and signed for by the MCMUA Staff ONLY
- The following must be reflected on the face of the envelope the bid documents are submitted in:
  1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
  2. Bearing the name and address of the bidder written on the face of the envelope
  3. Clearly marked "BID" with the contract title and/or BID # being identified
- Where additional sheets are necessary to satisfy the requirements of the Bid Documents, they shall be placed immediately following such form or table which the additional sheets supplement. If the number of additional sheets submitted exceeds twenty-five (25), then they shall be included as an attachment to the Bid together with a list identifying the attachments, which list shall be placed immediately following the appropriate section in the Bid submission.



# MORRIS COUNTY MUA

## *Information to Bidders*

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- Prospective bidders may collaborate with other firms to submit Bid proposals for the Contract, however, the MCMUA will enter into a Contract with only one (1) entity and that entity shall have full responsibility to conduct the Work, as that term is defined in the Bid Documents, in accordance with the Bid Documents and Applicable Laws.
- Bid proposals shall be signed by (1) principal executive officer in the case of a corporation, (2) general partners in the case of a partnership or three (3) the proprietor in the case of a sole proprietorship. Bid proposals may be signed by a duly authorized representative of the Bidder if the authorization is established in writing by the person described in (1), (2) or (3) above, as applicable and said authorization specifies a particular individual or a position having responsibility for overall operations of the business of the Bidder.
- Additional materials not included in the Bid Documents, including but not limited to drawings, specifications, historical data, plans, permits, agreements, manuals, etc., which the Bidder may wish to review, may be obtained at the office of the MCMUA, 370 Richard Mine Road, Wharton, NJ 07885. As provided by law, fees may be assessed for the provision of a copy of these materials and such fees shall be non-refundable. Alternatively, these materials may be reviewed without fee at the MCMUA's office located at 370 Richard Mine Road, Wharton, NJ 07885.
- Sealed bids forwarded to the MCMUA before the time of opening of bids maybe withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, maybe rejected by the MCMUA. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Prospective bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at

# MORRIS COUNTY MUA

## *Information to Bidders*

locations specified by the MCMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- Amongst other items to be submitted as set forth in the Bid Documents (See Administrative Documents Checklist), each Bidder must submit with its Bid a signed Equipment and Vehicle Certification stating that it owns, leases or controls all the necessary equipment required to accomplish the Work in accordance with the Bid Documents, together with an executed Bidder's Agreement to Provide Equipment and Vehicles. Should the Bidder not be the actual owner or lessee of any such equipment required, its Equipment and Vehicle Certification shall state the source from which the equipment will be obtained, and in addition, shall be accompanied by a signed certification from the owner or person in control of the equipment required stating that in the event the Bidder is awarded the Contract, it shall provide Bidder with the equipment, together with an executed Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Prospective bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## **SECTION II – BID SECURITY/CONTRACT SECURITY**

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

- Bid Guarantee   X

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the MCMUA. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the MCMUA. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded



# MORRIS COUNTY MUA

## *Information to Bidders*

shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Consent of Surety ☒ X ☐

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

- Performance Bond ☒ X ☐

The successful bidder shall execute and deliver to the MCMUA within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the MCMUA in statutory form with such surety companies as sureties as shall be approved by the MCMUA Council and qualified and authorized to do business under the laws of the State of New Jersey.

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

- Maintenance Bond ☒ X ☐

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

☒ X ☐ 1 year ☐ 2 years

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

**The maintenance bond is a requirement to close out the contract.**

# MORRIS COUNTY MUA

## *Information to Bidders*

### **SECTION III – INTERPRETATION & ADDENDA – BIDDER’S RESPONSIBILITIES**

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the MCMUA. The bidder accepts the obligation to become familiar with these specifications.
- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner’s interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. Such notice if issued will be available through the QuestCDN platform not later than seven (7) business days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids.
- Prospective bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Prospective bidders should be promptly reported in writing to the appropriate MCMUA official. In the event the bidder fails to notify the MCMUA of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the MCMUA’s representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The MCMUA’s interpretations or corrections thereof shall be final.
- Discrepancies in the Bid
  - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the MCMUA of the extended totals shall govern.
  - All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.



# MORRIS COUNTY MUA

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## *Information to Bidders*

- Non-Mandatory Pre-Bid Conference/Site Tour

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

- Site Investigation & Representation

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

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

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

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

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

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

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation, however, may result in the bid being rejected.



# MORRIS COUNTY MUA

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## *Information to Bidders*

After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

### **SECTION IV - PREPARATION OF BIDS**

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

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

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

### **SECTION V – BRAND NAMES, PATENTS & STANDARD OF QUALITY**

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

# MORRIS COUNTY MUA

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## *Information to Bidders*

- Wherever practical and economical to the MCMUA, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.
- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

### **SECTION VI - BID OPENING / ANALYSIS & AWARD**

- Acceptance of Bids

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

- Bid Opening

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

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

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

- Contract Award

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

# MORRIS COUNTY MUA

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## *Information to Bidders*

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

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

### **SECTION VII - REJECTION OF BIDS**

Bids may be rejected for any of the following reasons:

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

### **SECTION VIII – PERMISSION FOR BIDDER TO WITHDRAW BID**

- N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.



# MORRIS COUNTY MUA

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## *Information to Bidders*

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

# MORRIS COUNTY MUA

## *Administrative Documents*

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

| Owner's<br>Checkmarks |                                                                                                                              | Bidder's<br>Initials |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------|
| X                     | Bid Guarantee                                                                                                                | RC                   |
| X                     | Consent of Surety                                                                                                            | RC                   |
| X                     | Statement of Ownership Disclosure                                                                                            | RC                   |
| X                     | Subcontractor Utilization Form                                                                                               | RC                   |
| X                     | Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) | RC                   |
| X                     | Non-Collusion Affidavit                                                                                                      | RC                   |
| X                     | Price Proposal Table                                                                                                         | RC                   |
| X                     | Price Proposal Signature Form                                                                                                | RC                   |

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

| Owner's<br>Checkmarks |                                                               | Bidder's<br>Initials |
|-----------------------|---------------------------------------------------------------|----------------------|
| X                     | Experience & Qualifications Questionnaire                     | RC                   |
|                       | Disclosure of Investment Activities in Iran                   |                      |
| X                     | Mandatory EEO Language                                        | RC                   |
| X                     | AA-201 Form – Initial Project Workforce Report - Construction | RC                   |
| X                     | NJ Anti-Discrimination Requirements Form                      | RC                   |
| X                     | Pay to Play Advisory Notice                                   | RC                   |
| X                     | Americans with Disability Act of 1990                         | RC                   |
| X                     | Affidavit of Non-Debarred Status                              | RC                   |
| X                     | Surety Acknowledgement                                        | RC                   |
| X                     | Surety Disclosure Statement & Certification                   | RC                   |
|                       | Bidder's Agreement to Provide Equipment and Vehicles          |                      |

# MORRIS COUNTY MUA

## *Administrative Documents*

| Owner's<br>Checkmarks |                                                                                                   | Bidder's<br>Initials |
|-----------------------|---------------------------------------------------------------------------------------------------|----------------------|
|                       | Equipment and Vehicle Certification Form                                                          |                      |
|                       | Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles |                      |
| X                     | Corporate Acknowledgement                                                                         | R                    |
| X                     | Acknowledgement of Contractor, if Bidder is a Partnership                                         | R                    |
| X                     | Acknowledgement of Contractor, if Bidder is an Individual                                         | R                    |
| X                     | Acknowledgement of Contractor, LLC                                                                | R                    |
| X                     | Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation                    | R                    |
| X                     | W-9                                                                                               | R                    |

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

| Owner's<br>Checkmarks |                                              | Bidder's<br>Initials |
|-----------------------|----------------------------------------------|----------------------|
| X                     | New Jersey Business Registration Certificate | R                    |
| X                     | Performance Bond & Payment                   | R                    |
| X                     | Certificate of Insurance                     | TH                   |
| X                     | Public Works Contractor Registration         | K                    |
| X                     | Non-Debarment Certification – Federal Level  | R                    |
| X                     | Lowest Bidder Prevailing Wage Certification  | R                    |

D. To be submitted prior to start of construction.

Required Prior to  
Start of Construction  
(Owners checkmarks)

|   |                                        |
|---|----------------------------------------|
| X | Project Work Schedule (Time Line)      |
| X | Pre-Construction Photographs or Video  |
| X | Shop Drawings, Material Certifications |

E. To be submitted at completion and acceptance of project

Required at Completion and  
Acceptance of Project  
(Owners checkmarks)



# MORRIS COUNTY MUA

## *Administrative Documents*

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

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

**Business Name:** **A.C. SCHULTES, INC.**

**Representative's Name:** **AUGUST C. SCHULTES, IV** **PRESIDENT**

**Representative's Signature:**

**Date:**

7/2/26

**Phone:**

856-845-5656

# MORRIS COUNTY MUA

## *Acknowledgement of Receipt of Addenda*

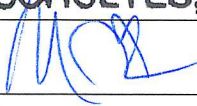
Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of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

| Title of Addendum/Revision | Received Via (email, fax, etc.) | Date Received |
|----------------------------|---------------------------------|---------------|
|                            | NO                              |               |
|                            |                                 |               |
|                            |                                 |               |
|                            |                                 |               |
|                            |                                 |               |
|                            |                                 |               |
|                            |                                 |               |

☒ No Addenda Issued Initials ACSE

### ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: A.C. SCHULTES, INC.

Bidder's Signature: 

Printed Name & Title: AUGUST C. SCHULTES, IV PRESIDENT

Date: 7/2/26

# MORRIS COUNTY MUA

## Price Proposal Table

### Project Scope:

The Mt. Arlington Pump Replacement project includes the selective demolition, furnish, install, and test two (2) replacement, Aurora horizontal split case pumps within the MCMUA Mt. Arlington Booster Station. The project includes furnishing and installing all necessary materials and equipment, coordination with the MCMUA and all necessary work to complete the project.

The Contract will allow 120 calendar days for completion of the work from the notice to proceed. In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

### PROPOSAL TO:

*Morris County Municipal Utilities Authority*

### BID #2026-W03: Mount Arlington Pump Replacement

| ITEM #                   | DESCRIPTION                                                                             | UNIT MEAS. | QUANT. | UNIT PRICE<br>(In Figures) | UNIT PRICE<br>(In Figures) | TOTAL PRICE<br>(In Figures) |
|--------------------------|-----------------------------------------------------------------------------------------|------------|--------|----------------------------|----------------------------|-----------------------------|
| <b>BASE BID</b>          |                                                                                         |            |        |                            |                            |                             |
| 1                        | Mobilization * The lump sum unit price is not to exceed requirements of Section 01711.3 | L.S.       | 1      | \$ 1000                    | 1000                       | \$ 1000                     |
| 2                        | Replacement of Two (2) Aurora Horizontal Split Case Pumps, Complete in Place            | L.S.       | 1      | \$ 340000                  | 340000                     | \$ 340000                   |
| 5                        | Unforeseen Conditions Allowance                                                         |            |        |                            |                            | \$ 25,000.00                |
| TOTAL BASE BID PRICE: \$ |                                                                                         |            |        | \$ 366,000                 |                            | (In Figures)                |
| COMPANY NAME:            |                                                                                         |            |        | A.C. SCHULTES, INC.        |                            |                             |

- Unit Prices shall be written in words and figures. Ditto marks are not considered writing or printing and shall not be used. If the amount shown in words and its equivalent in figures do not agree, a determination of intent will be made based on the following:
  - If the Extended total is the correct product of Unit Price in figures and quantity, then Unit Price in figures shall prevail.
  - If the Extended total is the correct product of Unit Price in words and quantity, then the Unit Price in words shall prevail.
  - If the Extended total is the incorrect calculation using either Unit Price in words or Unit price in figures, then the Unit Price in words shall prevail and the Extended total shall be adjusted accordingly.
  - In the case of the correction of the apparent low bid, the bidder will be contacted and given the option to either accept the correction or withdraw their bid.



# MORRIS COUNTY MUA

## *Price Proposal Table*

- The Total Contract Price shall be the correct sum of the correctly extended unit price multiplied by the quantity provided.
- The lump sum price bid for Mobilization is not to exceed requirements outlined in Section 017113, Mobilization. In case of exceedance, the maximum amount for mobilization, for the submitted bid range, will govern and the Total Contract Price will be adjusted accordingly.
- If awarded a contract, the Bidder agrees to comply with NJSA 10:5-31 et seq. and NJAC 17:27.
- It is the intention of the Owner to award the complete project to the lowest responsible bidder inclusive of Base Bid items.
- Bids must provide pricing for all base bid items. Bids that do not provide pricing for base bid will be rejected.

# MORRIS COUNTY MUA

## *Price Proposal Signature Form*

**From:** A.C. SCHULTES, INC.

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

### **BID #2026-W03: MOUNT ARLINGTON PUMP REPLACEMENT**

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:** A.C. SCHULTES, INC.

**Representative's Name (print):** AUGUST C. SCHULTES, IV

**Representative's Signature:**



**Title:** PRESIDENT

**Complete Address:** 664 South Evergreen Ave.

Woodbury Heights, NJ 08097

**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:

Over 100 years

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

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

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

If yes, please provide details:

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

**PLEASE SEE ATTACHED**

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

ABS Electric will complete Electric



# 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

## *Instructions for Completing the Initial Project Workforce Report AA201*

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

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

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

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

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

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

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

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

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

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

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

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

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



# MORRIS COUNTY MUA

## *Mandatory Equal Employment Opportunity Language*

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

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

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

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

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

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

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

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

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

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

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

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

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

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

### **Additional Mandatory Construction Contract Language**

#### **For State Agencies, Independent Authorities, Colleges and**

#### **Universities Only**

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

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

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

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

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

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



# MORRIS COUNTY MUA

## *Mandatory Equal Employment Opportunity Language*

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

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

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

Business Name: **A.C. SCHULTES, INC.**

Representative's Name (print): **AUGUST C. SCHULTES, IV** **PRESIDENT**

Representative's Signature:



Date:

**07/02/2026**

# MORRIS COUNTY MUA

## *Americans with Disabilities Act of 1990*

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

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

**Business Name (Print):** A.C. SCHULTES, INC.

**Representative's Name (Print):** AUGUST C. SCHULTES, IV

**Representative's Title:** PRESIDENT

**Representative's Signature:** 

**Phone:** 856-845-5656

**Date:** 07/02/26

# MORRIS COUNTY MUA

## *New Jersey Anti-Discrimination*

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

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

**Business Name (Print):** A.C. SCHULTES, INC.

**Representative's Name (Print):** AUGUST C. SCHULTES, IV.

**Representative's Title:** PRESIDENT

**Representative's Signature:** 

**Phone:** 856-845-5656

**Date:** 07/02/26



# 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: **A.C. SCHULTES, INC.**

Organization Address: 664 South Evergreen Ave, Woodbury Hts, NJ 08097

### 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             |
|---------------------------------------|---------------------|
| PLEASE SEE ATTACHED                   | PLEASE SEE ATTACHED |
|                                       |                     |
|                                       |                     |
|                                       |                     |

# 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): | <b>AUGUST C. SCHULTER, IV</b>                                                       | Title: | <b>PRESIDENT</b>  |
| Signature:         |  | Date:  | <b>07/02/2026</b> |

# MORRIS COUNTY MUA

## Corporate Acknowledgement

STATE OF )  
COUNTY OF )

) SS:

On this 2nd day of July in the year 2026, before me personally came

and appeared

**AUGUST C. SCHULTES, IV** **PRESIDENT**

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

6604 South Evergreen Ave., Woodbury Heights, NJ 08097

That he is the

**PRESIDENT**

*(principle executive officer or duly authorized representative)*

of

**A.C. SCHULTES, INC.**

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

(Seal)

Tracy A. Yaniak  
Notary Public

Gloverster, New Jersey County, State

TRACY A YANIAK  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 16, 2030  
COMMISSION: #50234659



# 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

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## *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*

**A.C. SCHULTES, INC.**

(Name of Corporation)

RESOLVED that AUGUST C. SCHULTES, IV, PRESIDENT  
(Person Authorized to Sign) (Title)

of A.C. SCHULTES, INC. be authorized to sign and submit the Bid of this  
(Name of Corporation)

Corporation for the following project:

**BID#2026-W03 MOUNT ARLINGTON PUMP REPLACEMENT**

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

A.C. SCHULTES, INC. at a meeting of its Board of Directors

held on the 14th day of April, 2025.

By  AUGUST C. SCHULTES, IV  
Title PRESIDENT

(SEAL)

*This form must be completed if the Bidder 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<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                     | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, NJ 08646-0252 |
|-------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------|
| TAXPAYER NAME:                                                                                              | TRADE NAME:         |                                                                                       |
| TAX REGISTRATION TEST ACCOUNT                                                                               | CLIENT REGISTRATION |                                                                                       |
| TAXPAYER IDENTIFICATION#:                                                                                   | SEQUENCE NUMBER:    |                                                                                       |
| 970-097-382/500                                                                                             | 0107330             |                                                                                       |
| ADDRESS:                                                                                                    | ISSUANCE DATE:      |                                                                                       |
| 847 ROEBLING AVE<br>TRENTON NJ 08611                                                                        | 07/14/04            |                                                                                       |
| EFFECTIVE DATE:                                                                                             |                     |                                                                                       |
| 01/01/01                                                                                                    |                     |                                                                                       |
| FORM BRC(02-01)                                                                                             |                     |                                                                                       |

Acting Director  
*John S. Tully*

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

200-41014112823533



# 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

NR

# MORRIS COUNTY MUA

## *Non-Collusion Affidavit*

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am AUGUST C. SCHULTES, IV PRESIDENT

of the firm of A.C. SCHULTES, INC.

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

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

Signature of Representative: MOE

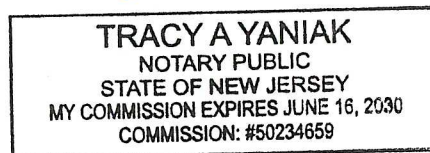
Subscribed and sworn to before me this 2nd day of July, 2026

Print Name of Affiant: AUGUST C. SCHULTES, IV

Notary Public of New Jersey

My commission expires June 16, 2030

Tracy A. Yaniak



# MORRIS COUNTY MUA

## Affidavit of Non-Debarred Status

### AFFIDAVIT OF NON-DEBARRED STATUS

STATE OF NEW JERSEY )

) SS:

COUNTY OF Gloucester

I, AUGUST C. SCHULTES, IV of the City/Town of

Woodbury Hts., NJ 08097, in the County of Gloucester

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

I am AUGUST C. SCHULTES, IV, a PRESIDENT  
(Name) (Title, Position, etc.)

of A.C. SCHULTES, INC., the Bidder  
(Name of Firm, Company or Corporation)

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

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

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

MCS  
(Signature of Bidder)

AUGUST C. SCHULTES, IV PRESIDENT

(Printed or Typed Name & Title of Bidder)

664 S. Evergreen Ave. Woodbury Hts. NJ  
(Address of Bidder) 08097

(Seal if Corporation)



# MORRIS COUNTY MUA

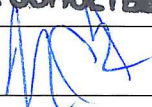
## Non-Debarment Certification – Federal Level

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

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

| PART I: VENDOR INFORMATION                                       |                                                     |
|------------------------------------------------------------------|-----------------------------------------------------|
| Individual or Organization Name                                  | A.C. SCHULTES, INC.                                 |
| Physical Address of Individual or Organization                   | 664 South Evergreen Ave.<br>Woodbury Hts., NJ 08097 |
| Unique Entity ID (if applicable)                                 | DAXCENFMLQAL                                        |
| CAGE/NCAGE Code (if applicable)                                  | 1M862                                               |
| Check the box that represents the type of business organization: |                                                     |

- ☐ Sole Proprietorship (skip Parts III and IV)    ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)    ☐ Partnership
- ☐ Limited Partnership    ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

| PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                     |        |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------|-----------|
| <p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>The Morris County Municipal Utilities Authority (the "Authority")</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by to notify the <b>Authority</b> 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 <b>Authority</b>, permitting the <b>Authority</b> to declare any contract(s) resulting from this certification void and unenforceable.</p> |                                                                                     |        |           |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AUGUST C. SCHULTES, IV                                                              | Title: | PRESIDENT |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Date:  | 07/02/24  |

# MORRIS COUNTY MUA

## *Non-Debarment Certification – Federal Level*

|                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b> |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Section A (Check the Box that applies)</b>                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input type="checkbox"/>                                                                                              | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.                                                                                         |
| <b>Name of Individual or Organization</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Physical Address</b>                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>OR</b>                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input type="checkbox"/>                                                                                              | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.                                                                                                                                         |
| <b>Section B (Skip if no Business entity is listed in Section A above)</b>                                            |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input type="checkbox"/>                                                                                              | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be. |
| <b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Physical Address</b>                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>OR</b>                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |

# MORRIS COUNTY MUA

## Non-Debarment Certification – Federal Level

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

| Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section A                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>                                                   | Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be. |
| Name of Business Entity                                                    | Physical Address                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



# MORRIS COUNTY MUA

## *Non-Debarment Certification – Federal Level*

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

| Section B (skip if no business entities are listed in Section A of Part IV)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company). |
| Name of Business Entity Controlled by Entity Listed in Section A of Part IV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Physical Address                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                               |
| **Add additional Sheets if necessary**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                               |
| <b>OR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                               |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.                                                  |
| Section C – Part IV Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                               |
| <p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>The Morris County Municipal Utilities Authority (the “Authority”)</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>Authority</b> to notify the <b>Authority</b> 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)</p> |                                                                                                                                                                                                                                               |



# MORRIS COUNTY MUA

## *Non-Debarment Certification – Federal Level*

with the **Authority**, permitting the **Authority** to declare any contract(s) resulting from this certification void and unenforceable.

|                       |                                                                                   |        |            |
|-----------------------|-----------------------------------------------------------------------------------|--------|------------|
| Full Name<br>(Print): | AUGUST C. SCHULTES, IV                                                            | Title: | PRESIDENT  |
| Signature:            |  | Date:  | 07/02/2024 |

# MORRIS COUNTY MUA

## Subcontractor Utilization Plan Form

### NOTICE OF INTENT TO SUBCONTRACT FORM

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

|                                            |                                                                          |
|--------------------------------------------|--------------------------------------------------------------------------|
| Solicitation Number:<br><u>2026-W03</u>    | Solicitation Title:<br><u>MEMUA<br/>Mount Arlington Pump Replacement</u> |
| Bidder's Name and Address:                 |                                                                          |
| Name<br><u>A.C. Schultes, Inc.</u>         |                                                                          |
| Address<br><u>664 South Evergreen Ave.</u> |                                                                          |
| City<br><u>Woodbury Hts.</u>               | State<br><u>N.J.</u> Zip Code<br><u>08097</u>                            |

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

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

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

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

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

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

PRINCIPAL OF FIRM:

|                                                                                     |                  |                 |
|-------------------------------------------------------------------------------------|------------------|-----------------|
|  | <b>PRESIDENT</b> | <u>7/2/2024</u> |
| (Signature)                                                                         | (Title)          | (Date)          |

# MORRIS COUNTY MUA

## Subcontractor Utilization Plan Form

|                                                                                                                                                              |                                                        |                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------|
| <b>SUBCONTRACTOR UTILIZATION PLAN</b><br>(REFERENCED IN BID STANDARD TERMS AND CONDITIONS)                                                                   |                                                        | <b>Solicitation No.:</b><br>2026 - W03                          |
| <b>NOTE:</b> If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive. |                                                        | <b>Solicitation Title:</b><br>Mt. Arlington<br>Pump Replacement |
| <b>Bidder's Name and Address:</b><br>A.C. SCHULTES, INC.<br>664 South Evergreen Ave.<br>Woodbury Hts. NJ 08097                                               |                                                        | <b>Bidder's Telephone No.:</b> 956-845-5656                     |
|                                                                                                                                                              |                                                        | <b>Bidder's Contact Person:</b> August C. Schultes II           |
| <b>INSTRUCTIONS:</b> List all businesses to be used as subcontractors. This form may be duplicated for extended lists.                                       |                                                        |                                                                 |
| <b>SUBCONTRACTOR'S NAME<br/>ADDRESS, ZIP CODE<br/>TELEPHONE NUMBER<br/>AND VENDOR ID NUMBER</b>                                                              | <b>TYPE(S) OF GOODS OR<br/>SERVICES TO BE PROVIDED</b> | <b>ESTIMATED VALUE OF<br/>SUBCONTRACTS</b>                      |
| ABS Electric 956-358-0421<br>298 Richmond Rd.<br>Monroeville, NJ 08043                                                                                       | electric work                                          | \$5000                                                          |
|                                                                                                                                                              |                                                        |                                                                 |
|                                                                                                                                                              |                                                        |                                                                 |
|                                                                                                                                                              |                                                        |                                                                 |
|                                                                                                                                                              |                                                        |                                                                 |
|                                                                                                                                                              |                                                        |                                                                 |



# MORRIS COUNTY MUA

## *Subcontractor Utilization Plan Form*

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

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

PRINCIPAL OF FIRM:

(Signature)

*MCPB*

**PRESIDENT**

(Title)

*7/2/26*

(Date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# MORRIS COUNTY MUA

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## *Schedule of Events*

### Schedule of Events.

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

- Publication of Notice to Bidders: June 10, 2026
- Bids Due: July 02, 2026 at 2:30pm
- Contract Award: July 14, 2026

### Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on **July 02, 2026 at 2:30pm** prevailing time at the MCMUA's office located at 370 Richard Mine Road, Wharton, New Jersey 07885.

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

The MCMUA will accept questions regarding the Bid in writing no later than 3:00 PM prevailing time on **June 19, 2026**. Any questions concerning the Bid Documents should be submitted through the Question and Answer feature for the project at <https://www.suburbanconsulting.com> under **Bid Postings** and/or [www.questcdn.com](http://www.questcdn.com), **Reference Quest Number 10233293**. Based on the questions submitted, the MCMUA may at its own discretion provide answers in the form of an addendum to the Bid Documents. The MCMUA reserves the right to modify or change any of the Bid Specifications by the issuance of addenda to the Bid Specifications.

# MORRIS COUNTY MUA

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## *Definitions*

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

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

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

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

A.R.O. means After Receipt of Order

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

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

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

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

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

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

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

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



# MORRIS COUNTY MUA

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## *Definitions*

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

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

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

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

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

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

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

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

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

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

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

May refers to permissive actions.

MCMUA means the Morris County Municipal Utilities Authority.

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

Owner means an authorized representative of the MCMUA.

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

Plans means the same as Contract Drawings.

# MORRIS COUNTY MUA

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## *Definitions*

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

PLEASE SEE ATTACHED

## MORRIS COUNTY MUA

### *Form of Bid Bond*

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

WHEREAS, The Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (SEAL)



# MORRIS COUNTY MUA

## *Performance Bond & Payment*

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

That we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_, a

corporation of the State of \_\_\_\_\_ and

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

\_\_\_\_\_ as Oblige, in the penal sum of \_\_\_\_\_

dollars \$ \_\_\_\_\_ (equal to the

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

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

Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter a contract with \_\_\_\_\_,

which contract is made part of this bond the same as though set forth herein:

# MORRIS COUNTY MUA

## *Performance Bond & Payment*

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions of additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anyway effect the obligation of said Surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond is given in compliance of the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A: 44-147, both inclusive and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Attorney-in-fact)

# MORRIS COUNTY MUA

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## *Consent of Surety*

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount, prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
*Surety Company*  
*Attorney-in-Fact*

Attest:

\_\_\_\_\_



# MORRIS COUNTY MUA

## *Surety Acknowledgement*

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

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose

and say, that he resides in \_\_\_\_\_,

that he is the \_\_\_\_\_ of \_\_\_\_\_,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed

by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

\_\_\_\_\_  
(Seal)

### CONTRACTOR ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly

sworn, did depose and say, that he resides in \_\_\_\_\_; that he is the

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

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

\_\_\_\_\_  
(Seal)

# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20\_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

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(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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

# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

(date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsure listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

# MORRIS COUNTY MUA

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## *Surety Disclosure Statement and Certificate*

### **CERTIFICATE**

**(to be completed by an authorized certifying agent  
for each surety on the bond)**

I \_\_\_\_\_, as \_\_\_\_\_ for  
(Name of Agent) (Title of Agent)

\_\_\_\_\_ a corporation/mutual insurance company/other (indicating  
(Name of Surety)

type of business organization) (circle one) domiciled in \_\_\_\_\_, DO  
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true

and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

\_\_\_\_\_  
(Signature of Certifying Agent)

\_\_\_\_\_  
(Printed Name of Certifying Agent)

\_\_\_\_\_  
(Title of Certifying Agent)



- All bids will be scanned and available for viewing within 24 hours of the bid opening on the MCMUA website; [www.MCMUA.com](http://www.MCMUA.com).
- All bids must be submitted on the bid proposal forms provided in the bid documents in order to be considered.
- Bid proposals must be accompanied by a bid security, by way of a certified check, cashier's check, or bid bond, in the amount of ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars, made payable to the Morris County Municipal Utilities Authority ("MCMUA")

**Bidder Requirements:**

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

**Additional Information:**

Prospective Bidders are cautioned not to rely solely on this Notice to Bidders in preparing their Bids, but to read the Bid Documents in their entirety and comply with all bidding requirements set forth therein. Any questions concerning the Bid Documents should be submitted through the Question and Answer feature for the project at <https://www.suburbanconsulting.com> under **Bid Postings** and/or [www.questcdn.com](http://www.questcdn.com), **Reference Quest Number 10233293**. Any answers that would effectively revise or add to the substance of, rather than serve to clarify, an advertisement or bid document for a procurement subject to N.J.S.A. 18A:18A-21 or 40A:11-23, will be in the form of a written addenda to the specifications which, if issued will be available through the QuestCDN platform not later than seven (7) business days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under Their bid as submitted. All addenda so issued shall become part of the contract documents.

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

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

# MORRIS COUNTY MUA

## Instructions for Completing the Initial Project Workforce Report AA201

FORMAA-101  
Revised 10/03

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

Official Use Only  
Assignment

Code

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

|                                         |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
|-----------------------------------------|--|---------------------------|----|----------------------------------------------------------------|----|------------------------------|----|-------------------------------------------------------------------------------------------------------------------------|----|-------------------------|--|---------------------------|--|
| 1. FID NUMBER                           |  | 2. CONTRACTOR ID NUMBER   |    | 5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT          |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 3. NAME AND ADDRESS OF PRIME CONTRACTOR |  |                           |    | CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| (Name)                                  |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| (Street Address)                        |  |                           |    | 6. NAME AND ADDRESS OF PROJECT                                 |    |                              |    | 7. PROJECT NUMBER                                                                                                       |    |                         |  |                           |  |
| (City)      (State)      (Zip Code)     |  |                           |    | COUNTY                                                         |    |                              |    | 8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |    |                         |  |                           |  |
| 9. TRADE OR CRAFT                       |  | PROJECTED TOTAL EMPLOYEES |    |                                                                |    | PROJECTED MINORITY EMPLOYEES |    |                                                                                                                         |    | PROJECTED PHASE-IN DATE |  | PROJECTED COMPLETION DATE |  |
|                                         |  | MALE                      |    | FEMALE                                                         |    | MALE                         |    | FEMALE                                                                                                                  |    |                         |  |                           |  |
|                                         |  | J                         | AP | J                                                              | AP | J                            | AP | J                                                                                                                       | AP |                         |  |                           |  |
| 1. ASBESTOS WORKER                      |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 2. BRICKLAYER OR MASON                  |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 3. CARPENTER                            |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 4. ELECTRICIAN                          |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 5. GLAZIER                              |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 6. HVAC MECHANIC                        |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 7. IRONWORKER                           |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 8. OPERATING ENGINEER                   |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 9. PAINTER                              |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 10. PLUMBER                             |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 11. ROOFER                              |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 12. SHEET METAL WORKER                  |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 13. SPRINKLER FITTER                    |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 14. STEAMFITTER                         |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 15. SURVEYOR                            |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 16. TILER                               |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 17. TRUCK DRIVER                        |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 18. LABORER                             |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 19. OTHER                               |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |
| 20. OTHER                               |  |                           |    |                                                                |    |                              |    |                                                                                                                         |    |                         |  |                           |  |

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

# MORRIS COUNTY MUA

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## *Mandatory Equal Employment Opportunity Language*

### EXHIBIT B

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

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

### CONSTRUCTION CONTRACTS

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

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

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

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

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







# MORRIS COUNTY MUA

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## W-9

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                                                                                                                                       | Individual/sole proprietor or single-member LLC                                                                                 |
| • Sole proprietorship, or                                                                                                                          |                                                                                                                                 |
| • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                              |                                                                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,                                                                                      | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or                                                                            |                                                                                                                                 |
| • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. |                                                                                                                                 |
| • Partnership                                                                                                                                      | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                     | Trust/estate                                                                                                                    |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <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), ABL 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)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee <sup>1</sup><br>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>4</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.

*Lowest Bidder Prevailing Wage Certification*

AUGUST C. SCHULTES, IV, of full age and under oath, duly provides the following sworn statement:

Title: PRESIDENT



# MORRIS COUNTY MUA

## *Contract Agreement*

shall be approved by the MCMUA Board at their monthly meeting. Vouchers shall be submitted at least ten (10) days prior to this meeting for inclusion upon the agenda. Only properly executed MCMUA vouchers may be used for payments.

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

- **Term of Contract – Liquidated Damages**

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

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

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

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

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

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

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

- If the CONTRACTOR does not agree with the OWNER's proposed adjusted contract price, the CONTRACTOR shall submit to the OWNER any additional information that the CONTRACTOR believes impacts the adjusted contract price with a request that the OWNER reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract

# MORRIS COUNTY MUA

## *Contract Agreement*

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

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

- Price fluctuation during contract

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

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

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

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

- Certificate of Insurance

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



# MORRIS COUNTY MUA

## *Contract Agreement*

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

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

To The MCMUA & The County of Morris,

We have reviewed the insurance requirements in your Contract Documents for the MCMUA ***BID#2026-W03 Mount Arlington Pump Replacement*** 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 MCMUA ***BID#2026-W03 Mount Arlington Pump Replacement***, we shall also provide to the County of Morris, the required endorsements for additional insured, site specific limits of liability, and general aggregate limit, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Contractor).

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

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

- General Liability Insurance

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

- Premises



# MORRIS COUNTY MUA

## *Contract Agreement*

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

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

- Automobile Liability Insurance

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

- Additional Insurance Requirements

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

- Insurers shall have no right of recovery or subrogation against the MCMUA and the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the MCMUA and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The CONTRACTOR shall assume all responsibility for loss or damage to CONTRACTOR's materials, equipment and machinery involved under the contract.
- The CONTRACTOR shall assume all responsibility to save the MCMUA and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the MCMUA and the County of Morris is carried as "an additional insured" for the purposes of the contract and shall include Form

# MORRIS COUNTY MUA

## *Contract Agreement*

CG 2010 and CG 2037 or its equivalent as determined solely by the MCMUA and the Morris County Risk Manager.

- **Indemnification**

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

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

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

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

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

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

The following is a list of some Laws/Regulations which MAY impact on this contract. This list

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
ABS ELECTRIC, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
582-674-835/000

SEQUENCE NUMBER:  
1008508

ADDRESS:  
298 RICHWOOD ROAD  
MONROEVILLE NJ 08843

ISSUANCE DATE:  
08/13/04

EFFECTIVE DATE:  
03/17/03

*John S. Tully*  
Acting Director

FORM-BRC(08-01)

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



Certificate Number  
632525

Registration Date: 09/09/2024  
Expiration Date: 09/08/2026



# State of New Jersey

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

### Public Works Contractor Registration Act

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

**Responsible Representative(s):**  
Joseph Bill, President

**ABS Electric Inc**  
**2024**

**Responsible Representative(s):**  
Nicholas Salem III, Secretary

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

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

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

THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors

HAS LICENSED

ABS ELECTRIC INC  
JOSEPH J. BILL  
298 Richwood Rd  
Monroeville NJ 08343

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

03/19/2024 TO 03/31/2027  
VALID

34EB01525300  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors  
HAS LICENSED  
ABS ELECTRIC INC  
Electrical Business Permit

03/19/2024 TO 03/31/2027  
VALID

34EB01525300  
License/Registration/Certificate #

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Examiners of Electrical Co  
P.O. Box 45006  
Newark, NJ 07101

PLEASE DETACH HERE

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

THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors

HAS LICENSED

Joseph J. Bill  
615 Lynn Ave.  
West Deptford NJ 08096

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/22/2024 TO 03/31/2027  
VALID

34EI01525300  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



664 South Evergreen Ave.  
Woodbury Heights, NJ 08097  
24 Hour Service  
(856) 845-5656 Office  
Fax: 856.845.1335  
[gusiv@acschultes.com](mailto:gusiv@acschultes.com)

## CURRENT CONTRACTS

| CUSTOMER/PROJECT                                            | DATE     | CONTRACT<br>AMOUNT |
|-------------------------------------------------------------|----------|--------------------|
| Matawan Borough Well No. 5<br>Replacement, Reverse Rotary   | May 2026 | \$900,000          |
| Gloucester City Well No. 44<br>Reverse Rotary               | May 2026 | \$545,000          |
| Suffolk County Water Authority<br>Reverse Rotary Well No. 5 | May 2026 | \$758,000          |
| Bellmawr, Well No. 3                                        | May 2026 | \$900,000          |
| Maple Shade Lime System                                     | May 2026 | \$390,000          |
| Willingboro Well No. 9                                      | May 2026 | \$350,000          |





## A.C. Schultes, Inc.

664 S. Evergreen Avenue  
Woodbury Heights, NJ 08097  
24 Hour Service  
(856) 845-5656  
Fax (856) 845-1335  
gusiv@acschultes.com

### EXPERIENCE

Southeast Morris County MUA  
19 Saddle Road  
Cedar Knolls, NJ 07927  
Phone: 973-326-6880

City of Wildwood  
975 Route 47 North  
Wildwood, NJ 08260  
Phone: 609-886-9231

Chester Water Authority  
5 & Welsh Avenue  
Chester, PA 19016  
Phone: 610-876-0940

Merchantville Pennsauken Water Authority  
6751 Westfield Avenue  
Merchantville, NJ 08109  
Phone: 856-910-0976

Atlantic City MUA  
1151 N. Main Street  
Pleasantville, NJ 08232  
Phone: 609-641-0024

Cumberland County Improvement Authority  
2 North High Street  
Millville, NJ 08332  
Phone: 856-825-3700

## A.C. SCHULTES, INC. PUMP EXPERIENCE

| OWNER                                                                      | CONTACT                         | JOB DESCRIPTION                                                  | CONTRACT AMOUNT | YEAR |
|----------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------|-----------------|------|
| Nestle Purina<br>61 Jerseyville Road<br>Freehold, NJ 07728                 | Mike Rufano<br>848-207-9783     | Rework Short Coupled Pump, Test and Reinstall                    | \$73,333.00     | 2023 |
| Manchester Township<br>1 Colonial Drive<br>Manchester, NJ 08733            | Jeff Ruerup<br>908-963-6242     | Well No. 6 Pump Replacement                                      | \$59,423.00     | 2023 |
| Washington Twp MUA<br>152 Whitman Drive<br>Turnersville, NJ 08012          | Matt Walker<br>856-237-6902     | Wells No. 14 and No. 16 Pump Repair and Replacement              | \$140,269.00    | 2023 |
| Maple Shade Township<br>200 Stiles Avenue<br>Maple Shade, NJ 08052         | Teri DeGolia<br>856-779-9610    | Wastewater Treatment Plant Pump and Digester Blowers Replacement | \$67,000.00     | 2023 |
| City of Ventnor City<br>620 Atlantic Avenue<br>Ventnor City, NJ 08406      | Ernie Grata<br>609-464-0687     | Repair Station Lift Pump                                         | \$22,882.00     | 2023 |
| Shauger Group, Inc.<br>429 Dodd Street<br>East Orange, NJ 07017            | Mark Maksimiak<br>973-715-3760  | NJAWCO Short Hills Well #54 Pump Installation                    | \$114,080.00    | 2023 |
| Borough of Ringwood<br>60 Margaret King Avenue<br>Ringwood, NJ 07456       | Kunal Jani<br>973-954-3577      | Skyline Lakes Drive Pump Station Pump and Motor Replacement      | \$118,410.00    | 2023 |
| Reynolds Construction<br>210 Kelly Road<br>Quakertown, PA 18951            | Devin Baker<br>215-538-6177     | New Jersey American Water Mill Road Well #4 Pump Upgrades        | \$88,199.00     | 2023 |
| Gloucester City<br>512 Monmouth Street<br>Gloucester City, NJ 08030        | Donna Domico<br>609-221-4845    | Replace Well 42 Pump                                             | \$27,382.00     | 2023 |
| Cedar Glen Lakes, Inc.<br>100 Michigan Avenue<br>Whiting, New Jersey 08759 | Keith Lamb<br>856-628-0867      | Well No. 1 Pump Replacement                                      | \$50,160.00     | 2023 |
| Pine Hill Borough<br>907 Turnersville Road<br>Pine Hill, NJ 08021          | John Toal<br>609-352-1825       | Install New Submersible Pump                                     | \$137,642.00    | 2022 |
| Reynolds Construction<br>47 W. Main Road<br>Northfield, NJ 08225           | Devin Baker<br>215-538-6177     | NJ American Water Mill Road Pump No. 4 Upgrades                  | \$88,199.00     | 2022 |
| City of Cape May<br>643 Washington Street<br>Cape May, NJ 08204            | Joe Mendo<br>609-374-1008       | Rebuild Booster Pump & Motor at Well #213                        | \$28,744.00     | 2022 |
| Southeast Morris Co MUA<br>19 Saddle Road<br>Cedar Knolls, NJ 07927        | Jose Suarez<br>973-975-3056     | Install submersible pump at Lingerwood Well                      | \$23,856.00     | 2022 |
| Rossmoor Comm Assoc<br>2 Rossmoor Drive<br>Monroe Twp, NJ 08331            | Tom Tucci<br>732-814-6667       | New Submersible Pump Settings                                    | \$20,304.60     | 2022 |
| East Greenwich Township<br>159 Democrat Road<br>Mickleton, NJ 08056        | Anthony Rossett<br>856-423-0655 | Lift Pump Repairs                                                | \$10,556.00     | 2022 |

**A.C. SCHULTES, INC.**  
**RE-DRILLING EXPERIENCE**

| <b>Customer</b>                                                                  | <b>Contact</b>                        | <b>Description</b>                        | <b>Date</b> | <b>Amount</b> |
|----------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------|-------------|---------------|
| Township of Denville<br>1 Saint Mary's Place<br>Denville, NJ 07834               | John Egbert<br>973-625-8334           | Emergency Redrill Well<br>No. 5           | 2023        | \$411,502.65  |
| Evesham MUA<br>984 Tuckerton Road<br>Marlton, NJ 08053                           | Rich Boch, Oper Super<br>856-983-0331 | Redrill Well No. 6                        | 2023        | \$578,000.00  |
| Willingboro MUA<br>433 John F. Kennedy Way<br>Willingboro, NJ 08046              | Joe Lallo<br>609-949-4542             | Well No. 11 Redrill                       | 2019        | \$326,195.00  |
| Camden City Utility Dept.<br>6 <sup>th</sup> & Market Street<br>Camden, NJ 08101 | Uzo Ahiajewe<br>856-757-7159          | Redrill Well No. 18                       | 2015        | \$200,000.00  |
| Wildwood City of<br>4400 New Jersey Avenue<br>Wildwood, NJ 08260                 | Gary Ziegler<br>609-846-0600          | Redrill Well No. 3                        | 2014        | \$262,000.00  |
| Monroe Township North<br>143 Union Valley Road<br>Monroe Twp., NJ 08831          | Michael Barner<br>609-655-1050        | Redrill Well No. 1                        | 2010        | \$254,000.00  |
| Lakewood Twp. MUA<br>390 New Hampshire Avenue<br>Lakewood, NJ 08701              | Kyle Smith<br>732-780-5665            | Redrill Well No. 2 – 12" x<br>8" x 768'   | 2010        | \$356,500.00  |
| NY American Water West<br>733 Sunrise Highway<br>Lynbrook, NY 11563              | Greg Sacks<br>516-599-4849            | Well #R-1 Redrill                         | 2010        | \$200,000.00  |
| Borough of Westville<br>114 Crown Point Road<br>Westville, NJ 08093              | Donna Domico<br>856-456-7785          | Redrill Well #5<br>18" x 12' x 277' deep. | 2006        | \$239,773.00  |
| Mount Laurel MUUA<br>1201 Church Street<br>Mount Laurel, NJ 08054                | Chuck Bernheimer<br>856-234-0062      | Redrill Well #3<br>18" x 12" x 648' deep  | 2006        | \$310,000.00  |
| NJ American Company<br>213 Carriage Lane<br>Delran, NJ 08075                     | Ian Miller<br>856-764-4710            | Redrill Well<br>18" x 12" x 225' deep     | 2004        | \$250,000.00  |
| Inc. Village of Hempstead<br>92 Nichols Street<br>Hempstead, NY 11550            | Richard Abbate<br>516-489-3400        | Redrill Well<br>20" 12" x 500' deep       | 2004        | \$225,000.00  |



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

A.C. SCHULTES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-569-102/000

SEQUENCE NUMBER:

0072546

ADDRESS:

664 SOUTH EVERGREEN AVE  
WOODBURY HEIGHTS NJ 08097

ISSUANCE DATE:

08/13/04

EFFECTIVE DATE:

10/30/84

FORM-BRC(08-01)

*J.P. S. Tully*  
Acting Director

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

Certificate Number  
48148

Registration Date: 03/25/2025  
Expiration Date: 03/24/2027



**State of New Jersey**  
**Department of Labor and Workforce Development**  
Division of Wage and Hour Compliance

**Public Works Contractor Registration Act**

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

**Responsible Representative(s):**  
August Schultes, President  
James Schultes, Vice-President  
Richard Schultes, Secretary  
Timothy Schultes, Secretary

**Responsible Representative(s):**  
Michael Schultes, Vice-President  
Jeffrey Schultes, Secretary  
Gregory Schultes, Secretary  
Peter Schultes, Secretary

**A.C. Schultes, Inc.**  
**2025**

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

NON TRANSFERABLE

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

**Request for Taxpayer  
Identification Number and Certification**

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.

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

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.                                                           | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>A.C. Schultes, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
|                                                                                                                  | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |
|                                                                                                                  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ |                                         |
|                                                                                                                  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br>(Applies to accounts maintained outside the United States.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |
|                                                                                                                  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
| <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>664 South Evergreen Avenue</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Requester's name and address (optional) |
| <b>6</b> City, state, and ZIP code<br><b>Woodbury Heights, NJ 08097</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |
| <b>7</b> List account number(s) here (optional)                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |

**Part I Taxpayer Identification Number (TIN)**

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

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

|                                       |   |   |   |   |   |   |   |     |
|---------------------------------------|---|---|---|---|---|---|---|-----|
| <b>Social security number</b>         |   |   |   |   |   |   |   |     |
|                                       |   |   |   | - |   |   |   |     |
| or                                    |   |   |   |   |   |   |   |     |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |     |
| 2                                     | 2 | - | 2 | 5 | 6 | 9 | 1 | 0 2 |

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

|                  |                                                                                                                 |             |           |
|------------------|-----------------------------------------------------------------------------------------------------------------|-------------|-----------|
| <b>Sign Here</b> | Signature of U.S. person<br> | <b>Date</b> | 01/2/2026 |
|------------------|-----------------------------------------------------------------------------------------------------------------|-------------|-----------|

**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).

**What's New**

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

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

**Purpose of Form**

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



# A.C. SCHULTES, INC.

## DRILLING AND PUMP TRUCK EQUIPMENT

### Rotary Drilling Rigs

- One (1) Dugan DS-5 Top Head Drive Rig
- Two (2) Speedstar SS40 mud rotary and reverse circulation rigs
- One (1) Speedstar SS35 mud rotary and reverse circulation rig
- One (1) Speedstar SS25 mud rotary
- One (1) Eubank 100 mud rotary rig and reverse circulation rig
- One (1) Eubank 75 mud rotary and reverse circulation rig
- Three (3) Failing JED A mud rotary and reverse circulation rigs
- Three (3) Failing CF-15 mud rotary drill rig
- Four (4) Failing 1250 mud rotary rigs
- Two (2) Failing 1250 reverse rotary rigs

### Auger Rigs

- Two (2) CME 75 truck mounted hollow stem auger rigs

Bucket Rig One (1) Gus Pech auger rig

### Redevelopment Rigs or Work Over Rigs

- Four (4) Bucyrus/Erie 22W cable tool drill rigs
- Two (2) Bucyrus/Erie 36L cable tool drill rigs
- Three (3) Bucyrus/Erie 28 W cable drill rigs
- Two (2) Bucyrus/Erie 60L cable tool drill rigs

### Specialty Rigs

One (1) Portable drill hydraulic rotary tables capable of working with existing well houses

## Sampling Equipment

- Downhole wireline sampling equipment using 2", 2 1/2" and 3" O.D. split spoons or Shelby tubes
- 6", 8", 10" and 12" inflatable packer assemblies •
- Sampling and test pumps from 0-3000 GPM
- Vibration Meters/Analyzer • Laser Alignment Meter/Analyzer
- Diamond core barrels (Nx+Hx)
- Standard penetration sampling using AQ and NW rods and 140/300 lb. drop hammers
- Hydro-punch sampler

## PUMP TRUCKS & CRANES

- One (1) Maritex 28-ton crane truck
- One (1) Elliott 24-ton crane truck
- Two (2) Terex 23.5-ton crane trucks
- One (1) Stinger 23-ton crane truck
- Three (3) 22.5-ton crane trucks
- Two (2) 22.0-ton crane trucks
- One (1) National 15-ton crane truck
- One (1) Terex 14-ton crane truck
- One (1) Semco 15-ton pump truck
- Four (4) "knuckle" type boom trucks

## ANCILLARY EQUIPMENT

- Geophysical logging equipment capable of natural gamma, spontaneous potential, resistivity and borehole metering to depths of 3000'
- Right angle and downhole borehole color and black television surveys to depths up to 2500'
- Five (5) Case 580 backhoes or equal
- Six (6) 185 CMF air compressors for well development
- Portable generators
- Diesel power units
- Right angle gear drives

- Portable welding units
- Steam and high pressure washing units
- Protective equipment for Level B, C, and D
- 6", 8" and 10" air hammer and tubex drilling casing assemblies
- Forty-three (43) Ford and Dodge support vehicles
- Fifteen (15) flatbed trailers
- Three (3) tractors
- Five (5) low-boy trailers
- Seventy Five (75) US vertical service motors
- Downhole Velocity Meter
- Casing Cutters
- Casing Perforators 4" 12"
- Caliper Log
- Jetting Machines
- Hermit Data Logger.

### DOWNHOLE VELOCITY METER

A.C. Schultes, Inc. now has available a downhole velocity meter for measuring and estimating flows in wells at different depths. This tool can be particularly useful in determining the amount of water entering a well at a specific interval within the well.

Testing is performed in a similar fashion to packer testing. The tool is installed in the well(s) with a suitable test pump. The various intervals or zones are then pumped and all data recorded. After completion of the testing and evaluation by our engineering staff, recommendations can then be made. This information is useful in well redevelopments. Redevelopment efforts can be concentrated in specific zones and future well performance can now be compared to this base line data. Future well redevelopments can be made more efficient and cost effective as particular attention can be focused to the zones of the well that require maximum effort. It will no longer be necessary to redevelop the "whole" well. Redevelopment can be concentrated on problem areas.

This procedure is recommended for all rock wells and all screened gravel packed wells. These tools can be run in conjunction with geophysical logging tools and downhole television equipment, as well as, inflatable packers, transducers and data loggers as necessary- Call one of our nearby offices for more information.



## SHOP & FIELD SERVICE EQUIPMENT

Lexeco computer aided Core Loss Tester  
Polyester Varnish Dip Tank — Dolph CC 1105  
Epoxy Vacuum Pressure Impregnation — Dolph CCLVII8  
Associated Research AC High Potential Tester  
Electrom DC High Potential tester & Phase Surge test comparison  
Monolithic Analyzer for testing Armatures  
2500 Volt megger and Polarization Index Tester  
ACE Micro Ramp Heat Cleaning Oven  
ACE Vector Driven winding Machine with tension device and  
indexing head Service Personal trained for OSHA — South Jersey  
Chemical Association Mechanical

Phoenix Variable Voltage supply - up to 600 HP DC and 3500 HP AC - 4160 volts  
Schenck hard Bearing Balancing Machine with Computer Aided Instrumentation  
6' x 6' x 6' Glass Bead Blast Cabinet  
New Seam Cleaning Bay  
(2) Entek IRD DataPac 1500 Vibration Analyzers  
Emonitor Odyssey Vibration Software  
(2) Ludeca Rotalign Laser Alignment Machines  
Laser Tech attachment to DataPac 1500 for Field Balancing  
Service Personnel trained for OSHA — South Jersey Chemical  
Associates Metal Spraying  
Enecon and Belzona ceramic or polymer coatings  
Level III Certified Vibration

### Engineer Lathes

Lucas Horizontal Boring Mill  
Vertical Boring Mill - 36"  
Gap Lathe — 60" swing, 12' centers  
(2) Engine Lathes — 26" swing, 12' centers  
(2) Bridgeport Milling Machines  
(5) Assorted Engine Lathes  
Radial Arm Drill Press  
Surface Grinder

### Form of Bid Bond

WHEREAS, The Principal has submitted a bid for BID#2026-W03 MOUNT ARLINGTON  
PUMP REPLACEMENT

SIGNED AND SEALED this 2nd day of July, 20 26. In the presence of:

Kelly G. Hennessy  
(Witness) Kelly G. Hennessy

A.C. Schultes, Inc. \_\_\_\_\_ (SEAL)  
(Principal)   
\_\_\_\_\_  
(Title) **AUGUST C. SCHULTES, IV**  
WESTERN SURETY COMPANY \_\_\_\_\_ (SEAL)  
(Surety)   
\_\_\_\_\_  
(Title) James L. Hahn  
Attorney-in-Fact \_\_\_\_\_ (SEAL)

# MORRIS COUNTY MUA

## *Consent of Surety*

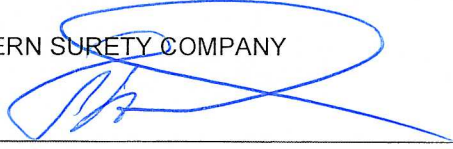
In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount, prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 2nd day of July, 2026

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

WESTERN SURETY COMPANY

By

  
\_\_\_\_\_  
*Surety Company*  
*Attorney-in-Fact*

James L. Hahn

Attest:

  
\_\_\_\_\_  
Kelly G. Hennessy, Witness to Surety



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Daniel P Dunigan, Joseph W Kolok Jr, Brian C Block, James L Hahn, Kelly G Hennessy, Amanda Montagno, Individually**

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2026.



WESTERN SURETY COMPANY

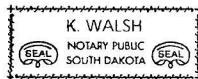
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2ND day of JULY, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

# Western Surety Company

Bond No. Bid Bond

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2025. The financial statements of Western Surety Company as of and for the year ended December 31, 2025 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

| Surety Company         | Capital     | Policyholders' Surplus<br>(including Capital) |
|------------------------|-------------|-----------------------------------------------|
| Western Surety Company | \$4,000,000 | \$1,485,810,810                               |

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on August 1, 2025, is as follows:

| Surety Company         | Underwriting Limitation |
|------------------------|-------------------------|
| Western Surety Company | \$147,759,000           |

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A  
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

## CERTIFICATE

I, Larry Kasten, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
Larry Kasten, Vice President

Date: July 2, 2026

# MORRIS COUNTY MUA

## Surety Acknowledgement

STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Chester )

On this 2nd day of July in the year 2026 before me personally came  
James L. Hahn to me known, who being by me duly sworn, did depose

and say, that he resides in Newtown Square, PA,

that he is the Attorney-in-Fact of Western Surety Company,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed

by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

### CONTRACTOR ACKNOWLEDGMENT

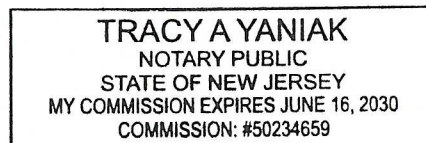
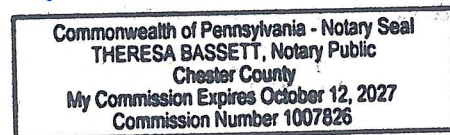
STATE OF New Jersey )  
 ) SS:  
COUNTY OF Gloucester )

On this 2nd day of July in the year 2026, before me personally  
came AUGUST C. SCHULTES, IV **PRESIDENT** to me known, who being by me duly

sworn, did depose and say, that he resides in Woodbury Heights; that he is the  
President of A.C. Schultes, Inc., the

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

(Seal)





# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20\_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

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(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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

# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

(date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

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(4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

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\_\_\_\_\_ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsure listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (c. 17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

### CERTIFICATE

(to be completed by an authorized certifying agent  
for each surety on the bond)

I \_\_\_\_\_, as \_\_\_\_\_ for  
(Name of Agent) (Title of Agent)

\_\_\_\_\_ a corporation/mutual insurance company/other (indicating  
(Name of Surety)

type of business organization) (circle one) domiciled in \_\_\_\_\_, DO  
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true

and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

\_\_\_\_\_  
(Signature of Certifying Agent)

\_\_\_\_\_  
(Printed Name of Certifying Agent)

\_\_\_\_\_  
(Title of Certifying Agent)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2026

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

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

| <b>PRODUCER</b><br>Acrisure East Insurance Services, LLC<br>100 Passaic Ave.<br>Suite 120<br>Fairfield, NJ 07004 | <b>CONTACT NAME:</b> Monica O'Toole<br><b>PHONE (A/C, No, Ext):</b> 866-282-9742<br><b>FAX (A/C, No):</b> 610-995-0105<br><b>E-MAIL ADDRESS:</b> MidAtlanticCerts@acrisure.com                                                                                                                                                                                                                                                                                                  |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------------|-------|------------------------------------------------------------|-------|-------------------------------------------|-------|----------------------------------------|-------|-------------|--|-------------|--|
| <b>INSURED</b><br>A.C. Schultes, Inc.<br>664 S. Evergreen Ave<br>Woodbury Heights NJ 08097                       | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C : North River Insurance Company</td><td>21105</td></tr><tr><td>INSURER D : Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Zurich American Insurance Company | 16535 | INSURER B : Travelers Property Casualty Company of America | 25674 | INSURER C : North River Insurance Company | 21105 | INSURER D : Nautilus Insurance Company | 17370 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                    | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER A : Zurich American Insurance Company                                                                    | 16535                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER B : Travelers Property Casualty Company of America                                                       | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER C : North River Insurance Company                                                                        | 21105                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER D : Nautilus Insurance Company                                                                           | 17370                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER E :                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |
| INSURER F :                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                               |       |                                                            |       |                                           |       |                                        |       |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:** 2087325871**REVISION NUMBER:**

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

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER                                             | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS                                                                                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------------------------|----------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU Included<br><input checked="" type="checkbox"/> Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GLO038070910                                              | 7/1/2025                         | 7/1/2026                         | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                       | Y         | Y        | BAP038071010                                              | 7/1/2025                         | 7/1/2026                         | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B<br>C      | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                   | Y         | Y        | CUP2S94663125NF<br>5228131203                             | 7/1/2025<br>7/1/2025             | 7/1/2026<br>7/1/2026             | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>Each Occ/Agg \$ 4,000,000                                                                                                                                                               |
| A           | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                  | Y         | N/A      | WC038070810                                               | 7/1/2025                         | 7/1/2026                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| D<br>B<br>B | Pollution (Ded. \$25k)<br>Installation Floater (Ded. \$10k)<br>Leased Rented Equipment                                                                                                                                                                                                                                                                                                                                             |           |          | CPP2047363-10<br>QT6309W028379TIL25<br>QT6309W028379TIL25 | 7/1/2025<br>7/1/2025<br>7/1/2025 | 7/1/2026<br>7/1/2026<br>7/1/2026 | Limit/Deductible \$2MM/\$2MM<br>Limit \$750,000<br>Limit (Deductible) \$350,000 (\$10,000)                                                                                                                                                        |

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

Certificate holder and other Entities listed below as reasonably requested, are named additional insured under General Liability, Automobile Liability and Umbrella/Excess Liability follows form, only as required by written contract. Blanket Waiver of Subrogation in favor of the Certificate Holder and other Entities listed below as reasonably requested, with respect to General Liability, Automobile Liability, Workers' Compensation and Umbrella/Excess Liability follows form, as required by written contract and permitted by state law. This insurance is primary and non-contributory insurance as respects coverage to an additional insured persons, where the written contract or written agreement requires that this insurance be primary and non-contributory. 30 day notice of cancellation by carrier to be provided certificate holders for which there is an address listed, 10 days for non-payment of premium. Installation Floater, All Risk insurance. AC Schultes maintains Installation Floater coverage which covers water and wastewater projects in the scope of their normal operations.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                 |           |                                                                                           |
|-------------------------------------------------|-----------|-------------------------------------------------------------------------------------------|
| AGENCY<br>Acrisure East Insurance Services, LLC |           | NAMED INSURED<br>A.C. Schultes, Inc.<br>664 S. Evergreen Ave<br>Woodbury Heights NJ 08097 |
| POLICY NUMBER                                   |           |                                                                                           |
| CARRIER                                         | NAIC CODE | EFFECTIVE DATE:                                                                           |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: Mount Arlington Pump Replacement.

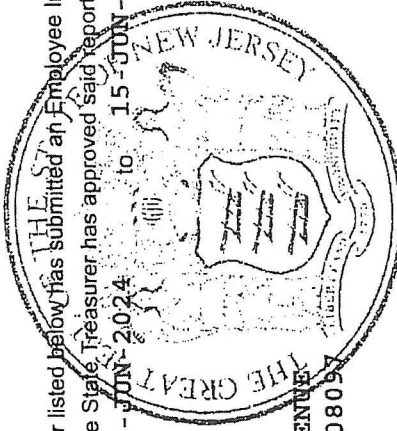
Morris County Municipal Utilities Authority and the County of Morris are added as additional insureds as required by written contract for General Liability and Auto Liability, per attached. General Liability and Auto Liability evidenced herein are Primary & Non-Contributory to other insurance available to the additional insureds as required by written contract, per attached. Excess Liability/Umbrella is following form for general liability, auto liability and employers' liability as referenced above. Thirty (30) Day Notice of Cancellation to Others is provided in accordance with the policies provisions including 10-day notice for non-payment of premium.

Certification 1404

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2024 to 15-JUN-2027

A. C. SCHULTES, INC.  
664 SOUTH EVERGREEN AVENUE  
WOODEURY HTS. NJ 08057



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer





664 S. Evergreen Ave.  
Woodbury Heights, NJ 08097  
24 Hour Service  
(856) 845-5656 Office

www.acschultes.com

### CORPORATE RESOLUTION

The undersigned, as Secretary of A. C. Schultes, Inc., a corporation duly organized and existing under the laws of the State of New Jersey, hereby certifies that a meeting of the Board of Directors of said Corporation was duly called and held at its office at 664 South Evergreen Avenue, Woodbury Heights in the State of New Jersey, on the 14th day of April 2023, that at said meeting a quorum was present and voting throughout; and that the following resolution on motion duly made and seconded was unanimously adopted and will be effective the 14th day of April 2023 and is now in full force and effect:

RESOLVED, that the following officers have authority to sign bids and contracts on behalf of A. C. Schultes, Inc.

|                                |                        |
|--------------------------------|------------------------|
| President:                     | August C. Schultes, IV |
| Vice President:                | James F. Schultes, Jr. |
| Vice President:                | Jeffrey Schultes       |
| Vice President                 | Michael Schultes       |
| Secretary:                     | Peter W. Schultes      |
| Treasurer:                     | Peter W. Schultes      |
| Assistant Secretary/Treasurer: | Jeffrey A. De Matte    |

I FURTHER Certify that there is no provision in the Certificate of Incorporation or By-Laws of the said Corporation limiting the power of the Board of Directors to pass the foregoing resolution, and that the same is in conformity with the provisions of said Certificate of Incorporation and By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the said corporation and affixed the corporation seal this 14th day of April 2023.

  
\_\_\_\_\_  
Peter W. Schultes  
Secretary

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING**

**A.C. SCHULTES, INC.**  
0100240945

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on October 30, 1984.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and office are:*

AUGUST C. SCHULTES, IV  
664 S. EVERGREEN AVE.  
WOODBURY HEIGHTS, NJ 08097



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
20th day of October, 2025*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio  
State Treasurer

Certificate Number : 2934091741

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



664 South Evergreen Ave.  
Woodbury Heights, NJ 08097  
24 Hour Service (856) 845-5656  
[Gusiv@acschultes.com](mailto:Gusiv@acschultes.com)

**STOCKHOLDER DISCLOSURE FORM**  
**THE UNDERSIGNED STATES THAT THE NAMES AND ADDRESSES OF ALL PERSONS OWNING AN INTEREST IN THE CORPORATION ARE AS FOLLOWS:**

|       |                          |                                                              |          |
|-------|--------------------------|--------------------------------------------------------------|----------|
| 3.3%  | James F. Schultes, Jr.   | 755 Maegus Drive<br>West Deptford, NJ 08096                  | 04-06-54 |
| 16.7% | August C. Schultes, IV   | 664 South Evergreen Ave.<br>Woodbury Heights, NJ 08097       | 09-28-70 |
| 16.7% | Peter W. Schultes        | 6 Garrick Suare<br>West Deptford, NJ 08051                   | 12-19-72 |
| 11.1% | Richard J. Schultes, Jr. | 122 Patriot Way<br>Centerville, MD 21617                     | 06-26-78 |
| 15.0% | Jeffrey J. Schultes      | 1124 Miller Avenue<br>Gloucester City, NJ 08030              | 07-29-81 |
| 15.0% | Michael G. Schultes      | 1001 April Court<br>Mullica Hill, NJ 08062                   | 07-06-89 |
| 11.1% | Gregory L. Schultes      | 6005 Foal Creek Drive<br>Parish, FL 34219                    | 10-20-79 |
| 11.1% | Timothy K. Schultes      | 8392 47 <sup>th</sup> St – Circle East<br>Palmetto, FL 34221 | 05-12-82 |

A CORPORATION IN THE STATE OF NEW JERSEY

  
PETER W. SCHULTES, SECRETARY





664 S. Evergreen Ave.  
Woodbury Heights, NJ 08097  
24 Hour Service  
(856) 845-5656 Office  
[gusiv@acschultes.com](mailto:gusiv@acschultes.com)  
[www.acschultes.com](http://www.acschultes.com)

**A.C. SCHULTES OPERATING OFFICERS**

| <b><u>NAME</u></b>                                                        | <b><u>TITLE</u></b> | <b><u>DATE OF BIRTH</u></b> |
|---------------------------------------------------------------------------|---------------------|-----------------------------|
| August C. Schultes, IV<br>5 Trafalger Court<br>Sewell, NJ 08080           | President           | 09-28-70                    |
| James F. Schultes, Jr.<br>755 Maegus Drive<br>Woodbury, NJ 08096          | Vice President      | 04-06-54                    |
| Jeffrey Schultes<br>1124 Miller Avenue<br>Gloucester City, NJ 08030       | Vice President      | 07-29-81                    |
| Michael Schultes<br>1001 April Court<br>Mullica Hill, NJ 08062            | Vice President      | 07-06-1989                  |
| Peter W. Schultes<br>6 Garrick Square<br>Mantua, NJ 08051                 | Secretary/Treasurer | 12-19-72                    |
| Jeffrey DeMatte<br>32 North 32 <sup>nd</sup> Avenue<br>Longport, NJ 08403 | Assistant Secretary | 09-13-68                    |

  
\_\_\_\_\_  
**AUGUST C. SCHULTES, IV    PRESIDENT**