

SCHEDULE A

# Willingboro Municipal Utilities Authority

433 JOHN F. KENNEDY WAY  
WILLINGBORO, NEW JERSEY 08046-2119

Telephone (609) 877-2900  
Fax (609) 835-4645

COMMISSIONERS

*T. Wayne Scott, Chairman*  
*Webster Evans*  
*Jacqueline Jennings*  
*Clayton Sills*  
*Carl Turner*  
*Charles Green, Alt.*  
*Johnson Kolawale 2<sup>nd</sup> Alt.*

EXECUTIVE DIRECTOR

*Andrew Weber*

Asset Management Program  
Addendum number 1

Attention all bidders.

Item number 1

Please complete the attached forms to be included with the RFQ/RFP to satisfy requirements unless otherwise noted. Forms are as follows:

- Investments in Iran
- Business Entity Disclosure Certification
- Political Contribution Disclosure Form
- Stockholders Disclosure Certification
- Schedule A

We look forward to getting your bid and would like to apologize for any inconvenience this error may have caused.

Sincerely,

Emmanuel Stuppard  
Operations Director

ESS/ess

enclosures

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
Proposer: \_\_\_\_\_

**PART 1**

Pursuant to Public Law 2012, c. 25(N.J.S.A. 52-32:55, et seq.) and N.J.S.A. 40A:11-2.1, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. If the bidder submits a false certification, the Authority shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity in accordance with N.J.S.A. 52:32-59.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

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

Name:	Relationship to Proposer:
Description of Activities:	
Duration of Engagement:	Anticipated Cessation Date:
Proposer Contact Name:	Contact Phone Number:

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of

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any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



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BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.** 5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.** 6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

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*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)





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SCHEDULE A  
List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26

**County Name: Burlington County**

State: Governor Phil Murphy

Legislative Leadership Committees

**SENATE**

Senate Democratic Leadership

|                              |                                                                   |
|------------------------------|-------------------------------------------------------------------|
| Senate President:            | Stephen M. Sweeney (District 3)                                   |
| Majority Leader:             | Loretta Weinberg (District 37)                                    |
| President Pro Tempore:       | M. Teresa Ruiz (District 29)                                      |
| Deputy Majority Leaders:     | Sandra B. Cunningham (District 31)<br>Paul A. Sarlo (District 36) |
| Assistant Majority Leaders:  | James Beach (District 6)<br>Linda Greenstein (District 14)        |
| Democratic Conference Chair: | Robert M. Gordon (District 38)                                    |

Senate Republican Leadership

|                            |                                  |
|----------------------------|----------------------------------|
| Republican Leader:         | Thomas H. Kean Jr. (District 21) |
| Deputy Minority Leader:    | Robert W. Singer (District 30)   |
| Conference Leader:         | Steven V. Oroho (District 24)    |
| Deputy Conference Leader:  | Chris A. Brown (District 2)      |
| Republican Whip:           | Joseph Pennacchio (District 26)  |
| Deputy Whip:               | Dawn Marie Addiego (District 8)  |
| Republican Budget Officer: | Anthony R. Bucco (District 25)   |

|                          |                     |
|--------------------------|---------------------|
| Secretary of the Senate: | Jennifer A. McQuaid |
|--------------------------|---------------------|

**GENERAL ASSEMBLY**

**Assembly Democratic Leadership**

|                             |                                                                                                                                                                                                                                                  |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assembly Speaker:           | Craig J. Coughlin (District 19)                                                                                                                                                                                                                  |
| Majority Leader:            | Louis D. Greenwald (District 6)                                                                                                                                                                                                                  |
| Speaker Pro Tempore:        | Jerry Green (District 22)                                                                                                                                                                                                                        |
| Majority Conference Leader: | Shavonda E. Sumter (District 35)                                                                                                                                                                                                                 |
| Deputy Speakers:            | John J. Burzichelli (District 3)<br>Wayne P. DeAngelo (District 14)<br>Mila M. Jasey (District 27)<br>Gordon M. Johnson (District 37)<br>Pamela R. Lampitt (District 6)<br>Gary S. Schaer (District 36)<br>Valerie Vainieri Huttel (District 37) |
| Deputy Majority Leaders:    | Benjie E. Wimberly (District 35)<br>Joseph V. Egan (District 17)<br>Thomas P. Giblin (District 34)                                                                                                                                               |

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Deputy Speaker Pro Tempore:  
Deputy Conference Leader:

Reed Gusciora (District 15)  
Eric Houghtaling (District 11)  
Annette Quijano (District 20)  
Adam J. Taliaferro (District 3)  
Nancy J. Pinkin (District 18)  
Tim Eustace (District 38)

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|                         |                                      |
|-------------------------|--------------------------------------|
| Parliamentarian:        | Joann Downey (District 11)           |
| Deputy Parliamentarian: | Nicholas Chiaravalloti (District 31) |
| Majority Whip:          | Raj Mukherji (District 33)           |
| Deputy Whips:           | Arthur Barclay (District 5)          |
|                         | Robert J. Karabinchak (District 18)  |
| Appropriations Chair:   | John J. Burzichelli (District 3)     |
| Budget Chair:           | Eliana Pintor Marin (District 29)    |
| Speaker Emeritus:       | Vincent Prieto (District 32)         |

### **Assembly Republican Leadership**

|                               |                                       |
|-------------------------------|---------------------------------------|
| Republican Leader:            | Jon M. Bramnick (District 21)         |
| Conference Leader:            | Anthony M. Bucco (District 25)        |
| Republican Whip:              | Nancy F. Munoz (District 21)          |
| Deputy Republican Leaders:    | Ronald S. Dancer (District 12)        |
|                               | Amy H. Handlin (District 13)          |
|                               | David W. Wolfe (District 10)          |
| Assistant Republican Leaders: | BettyLou DeCroce (District 26)        |
|                               | Holly T. Schepisi (District 39)       |
| Assistant Republican Whip:    | Erik Peterson (District 23)           |
| Budget Officer:               | John DiMaio (District 23)             |
| Appropriations Officer:       | Jay Webber (District 26)              |
| Parliamentarian:              | Michael Patrick Carroll (District 25) |
| Policy Co-Chairs:             | DiAnne C. Gove (District 9)           |
|                               | Brian E. Rumpf (District 9)           |

**Assembly Clerk:** Dana M. Burley

Burlington County Freeholders:

Kate Gibbs, Freeholder Director  
Linda Hughes, Freeholder  
Tom Pullion, Freeholder  
Balvir Singh, Freeholder  
Latham Tiver, Freeholder

County Clerk Tim Tyler

County Clerk Sheriff Sheriff Jean E. Stanfield

Municipalities (Mayor and members of governing body, regardless of title):

Darvis Holley  
Nathaniel Anderson  
Jaqueline Jennings  
Martin Nock  
Rebecca Perrone

SCHEDULE A  
STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation               Limited Liability Partnership  
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|                        |                        |
|------------------------|------------------------|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

|                                                            |                        |
|------------------------------------------------------------|------------------------|
| Subscribed and sworn before me this ___ day of _____, 2__. | (Notary Public)        |
|                                                            | My Commission expires: |

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(Affiant)

(Print name & title of affiant)

(Corporate Seal)



SCHEDULE A  
INDEMNIFICATION AND INSURANCE AGREEMENT BY AND BETWEEN THE WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY AND \_\_\_\_\_

1. Agreement to Indemnify. The Professional agrees to defend, indemnify and hold harmless the WMUA, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of the acts, errors or omissions of the Professional and it's officers, employees, agents and subcontractors in the operation of the Asset Management Program except such loss or damage which was caused by the sole negligence or willful misconduct on the part of the WMUA, its officers, elected or appointed officials, employees, agents or volunteers. The Professional will conduct all defenses at its sole cost and expense and the WMUA shall reasonably approve selection of the Professional's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Professional, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of the Professional, its affiliates or other parties are not a limitation upon the obligation of the Professional including without limitation the amount of indemnification to be provided by the Professional.

2. Insurance. The Professional agrees that, at no cost or expense to the WMUA, at all times during the operation of the Asset Management Program, to maintain the insurance coverage set forth in Exhibit A-1 to this Agreement.

3. Amendment/Interpretation of this Agreement. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by both of the parties hereto. This agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this agreement or any of its provisions.

4. Section Headings. Section headings in this agreement are included for convenience of reference only and shall not constitute a part of this agreement for any other purpose.

5. Waiver. No waiver of any of the provisions of this agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. Severability and Governing Law. If any provision or portion thereof of this agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed in New Jersey.

7. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the WMUA:

If to the Professional

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(company name/address)

WMUA

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8. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. Effective Date. This agreement will be effective as of the date of the signature of WMUA's representative as indicated below in the WMUA's signature block.

IN WITNESS HEREOF, the parties hereto duly executed this agreement as of the date above.

APPROVED AS TO FORM: \_\_\_\_\_

Willingboro Municipal Utilities Authority "WMUA" By: \_\_\_\_\_

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

(company name)

, By: (signature)

Name:

Title:

Date:

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EXHIBIT A-1  
INSURANCE

- A. Required Insurance: The Professional shall take out and maintain during the life of this agreement the various types and amounts of insurance as required to protect the Professional, the AUTHORITY, and any subcontractor performing work covered by this agreement from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this agreement, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them. All policies shall name the AUTHORITY as additional insured and be primary to any to any insurance provided by the AUTHORITY.
- B. Without restricting the obligations and liabilities assumed under the Contract Documents, the Professional shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage.
- C. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the AUTHORITY before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Agreement and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policies of AUTHORITY's Protective Bodily Injury (Item F) and Property Damage (Item G) as well as Builder's Risk Fire Insurance (Item J) shall at this time be delivered to the AUTHORITY for its possession.
- D. All policies as hereinafter required shall be so written that the AUTHORITY will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation of amendment.
- 1) Worker's Compensation and/or Employer's Liability Insurance as required or specified by State Law.
  - 2) Professional's Direct Bodily Injury Liability Insurance.
  - 3) Professional's Direct Property Damage Liability Insurance.
  - 4) Professionals Protective Bodily Injury Liability Insurance.
  - 5) Professional's Protective Property Damage Liability Insurance.
  - 6) AUTHORITY's Protective Bodily Injury Liability Insurance naming the AUTHORITY as additional insured.
  - 7) AUTHORITY's Protective Property Damage Liability Insurance naming the AUTHORITY as additional insured.
  - 8) Bodily Injury Liability Insurance covering motor vehicles either owned by the Professional or being used in connection with the prosecution of the work embraced under this contract.

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- 9) Property Damage Liability Insurance covering motor vehicles either owned by the Professional or being used in connection with the prosecution of the work embraced under this contract.
- 10) Builder's Risk Fire and Extended Coverage Insurance for the full amount. Professional as their respective interests may appear. Coverage shall apply to perils of fire, windstorm, hail, explosion, riot, strike, civil commotion, aircraft and vehicle damage, smoke, vandalism, and malicious mischief or those perils normally insurable by State Law. Property insured is to be the work under construction including all foundations as well as permanent fixtures and all underground pipes and wiring; also, all materials, equipment and supplies incidental to the construction work and any temporary structures.

E. The following special hazards shall be included in the above stated insurance coverage:

- 1) Professional's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage due to:
  - a. Explosion and Blasting
  - b. Collapse or injury to structures
  - c. Damage to underground structures or conduits

F. If any part of the work is sublet, insurance of the same types and limits as required by above items 1, 2, 3, 4, 5, 8 and 9 shall be provided by or on behalf of the subcontractor to cover that part of the work they have contracted to perform including Property Damage Liability and Special Hazards Coverage if so required by this contract.

G. The required extent and limits of the types of insurance required from the Professional for this contract are as follows:

- 1) All Bodily Injury Insurance required by Items B, D, and F in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item H in the amount of \$1,000,000 combined single limit each occurrence.
- 2) All Property Damage Liability Insurance required by Items C, E and G shall be in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item 1 in the amount of \$1,000,000 combined single limit each occurrence.
- 3) Builder's Risk, Fire and Extended Coverage Insurance required by Item J shall be written in the full amount of this contract.

H. Verification of Coverage

Professional shall furnish WMUA with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: [estuppard@wmua.info](mailto:estuppard@wmua.info), or mailed to the following postal address or any subsequent address as may be directed in writing by the Executive Director:

SCHEDULE A  
W.M.U.A., 433 JFK Way, Willingboro, NJ 08046

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Signature

Date

---

Print Name & Title