

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

METER INSPECTION AND CALIBRATIONS

THIS AGREEMENT is entered into as of the **12th day of June, 2025** by and between **THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and **DAVE HEINER ASSOCIATES**, (hereinafter referred to as the "CONTRACTOR") with principal offices located at 3799 Route 46, Suite 102, Parsippany, NJ 07054.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The CONTRACTOR shall perform the scope of work as specified in the Bid Specifications, Bid Proposal and Contract Documents. The Work is generally described in the Technical Specifications, attached hereto.

The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. The Contract Term shall be twelve (12)-months, May 9, 2025 to May 8, 2026. Additionally, subject to the availability of funds and at the sole discretion of the Authority, the Authority may extend the Contract for an additional twelve (12)-months, May 9, 2026 to May 8, 2027, in accordance with bid specifications and bid proposal dated May 6, 2025. The Authority will provide thirty (30) days' written notice if it exercises its option rights and any extension of the Contract shall not occur in the absence of a Resolution by the Authority upon a finding by the Authority that the services are being performed in an effective and efficient manner. CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof with the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and the

AUTHORITY, that the Contract Time is reasonable for completion of the Work.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Bid Specifications, Bid Proposal and Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.).

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing. CONTRACTOR hereby agrees to commence work under this Contract within 10 days upon receipt of a Notice to Proceed and to complete the project within the time stipulated in the Bid Specifications.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY, against any and all losses, cost, damage, claim, expense, or any liability whatsoever, including attorney fees, however arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the CONTRACTOR'S performance or non-performance of the contract awarded, or arising out of the CONTRACTOR'S non-compliance with the Americans with Disabilities Act.

ARTICLE IV

INSURANCE

Section 4.1 Insurance: CONTRACTOR shall, at its sole cost, obtain and maintain in force for the duration of this Agreement any and all insurance with limits as requested by the AUTHORITY in the Bid Specifications, Bid Proposal and Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS operate at the premises, or otherwise complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUTHORITY prior to the commencement of the work.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$1,000,000 of such insurance, and that the provisions dictated above are in force.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

ARTICLE V

THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Bid Specifications, Bid Proposal and Contract Documents, the annual total sum for quarterly inspection and calibrations shall not exceed sixty-six thousand dollars (\$66,000.00) for Year One (1) of Contract and seventy-two thousand-six hundred dollars (\$72,600.00) for Year Two, subject to availability of funds and at the sole discretion of the Authority. Additionally, in accordance with bid, hourly rate for repair and installation of meters of \$195.00/hour for Year One and \$205.00/hour for Year Two, and cost markup of parts outside of State or Local Purchasing Agreements of 20%, in an amount not to exceed \$30,000.00 for Year One and \$30,000.00 for Year Two, for a total annual not to exceed sum of **\$96,000.00 for Year One** and **\$102,600.00 for Year Two of Contract**, in accordance with bid proposal dated May 6, 2025.

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY or the AUTHORITY'S ENGINEER disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the

CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

ARTICLE VII

TERMINATION/BREACH OF CONTRACT

Section 7.1 Either the AUTHORITY or the CONTRACTOR may terminate this Agreement, with or without cause, upon seven (7) days advance written notice to the other party. Upon delivery of such notice by AUTHORITY, CONTRACTOR shall immediately cease work and deliver to AUTHORITY all work in progress and return all AUTHORITY Information and any AUTHORITY-owned materials and/or equipment. If the AUTHORITY exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that the AUTHORITY shall only be obligated to pay CONTRACTOR monies owed CONTRACTOR up to the time of termination for services actually performed.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.2 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers, or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers, or amendments have been taken.

Section 8.3 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 8.4 Merger Clause. The Contract Documents constitute the entire agreement

and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 8.5 Notices. All notices, consents, approvals or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier or telecopy, as follows:

To the CONTRACTOR:

Gail Heiner, President
Dave Heiner Associates
3799 Rt. 46
Parsippany, NJ 07054
Phone: 973-299-9990

To the AUTHORITY:

JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
Phone: (973) 263-1555
Fax: (973) 263-9068

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.6 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

Section 8.7 Political Contribution Disclosure. This contract has been awarded to the CONTRACTOR based on the merits and abilities of the CONTRACTOR to provide the goods or services as described herein. This contract was awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

The CONTRACTOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the CONTRACTOR receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the CONTRACTOR's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE IX

Mandatory Affirmative Action and ADA Compliance

Section 9.1 The CONTRACTOR shall apply with the mandatory affirmative action and ADA requirements set forth in Exhibit A attached hereto and made a part of.

Section 9.2 The CONTRACTOR shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The CONTRACTOR and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

ATTEST:

, Witness

By: _____
JoAnn Mondsini, Executive Director

ATTEST:

DAVE HEINER ASSOCIATES

, Witness

By: _____
Gail S. Heiner, President

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where-applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A, 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability; nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 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 part of this contract.