

AGREEMENT

THIS AGREEMENT, made this **14th day of December, 2023** by and between:

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, with offices at R.D. #1, 99 Greenbank Road, Boonton, New Jersey, 07005 (hereinafter “RVRSA” or “the Authority”); and

EXCEL ENVIRONMENTAL RESOURCES, INC. with offices at 111 North Center Drive, North Brunswick, New Jersey, 08902 (hereinafter “ENGINEER”).

WITNESSETH:

WHEREAS, RVRSA desires to retain ENGINEER to provide Professional Licensed Site Remediation Professional Services; and

WHEREAS, the RVRSA has agreed to retain ENGINEER and has adopted a Resolution in accordance with the requirements of the Local Public Contracts Law; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts for professional services be in writing.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained, the RVRSA agrees to retain ENGINEER for the above referenced purpose effective **January 1, 2024 through December 31, 2024**. The RVRSA and/or ENGINEER agree to the following:

SECTION 1 – SCOPE OF SERVICE

(a) ENGINEER shall provide Professional Licensed Site Remediation Services in accordance with “Excel Proposal No. P23110” dated November 20, 2023, (hereinafter “Proposal”) as requested by RVRSA.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

General – Only if authorized in writing by AUTHORITY and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by AUTHORITY in accordance with “Proposal”, dated November 20, 2023, attached hereto and made a part hereof.

SECTION 3 - PAYMENTS TO ENGINEER

- (a) ENGINEER shall be compensated for its services in accordance with the "Proposal" attached hereto and made a part hereof.
- (b) ENGINEER shall submit statements for Professional Licensed Site Remediation Services rendered and for reimbursable Expenses, as set forth in the "Proposal." ENGINEER will include detailed time accounting, including the identity of the employee performing the service and a description of the work performed and time devoted to that activity, for Services and Expenses.
- (c) Payment is due 60 days from the date of the invoice, unless AUTHORITY disputes the invoice submitted by ENGINEER within 30 days, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid within 60 days of AUTHORITY'S 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.
- (d) Reimbursable Expenses mean those expenses listed in the "Proposal" and incurred directly in connection with the provision of services to the AUTHORITY.

SECTION 4 - GENERAL PROVISIONS

- (a) Termination. Either the AUTHORITY or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the AUTHORITY, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.
- (b) Reuse of Documents. All documents prepared and delivered by ENGINEER pursuant to this Agreement shall be the property of the AUTHORITY.
- (c) Project Records. As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, signed and sealed documents, unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media or other items generated or obtained for the Project by ENGINEER.
- (d) Records which are instruments of service deliverable under this Agreement shall become the property of the AUTHORITY. Originals of Records shall remain in the possession of the AUTHORITY. The AUTHORITY shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Political Contribution Disclosure. This contract has been awarded to the ENGINEER based on the merits and abilities of the ENGINEER 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.

(f) The ENGINEER 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 ENGINEER receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the ENGINEER'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.

(g) During the performance of this contract, the ENGINEER agrees to the following Mandatory Equal Employment Opportunity Language in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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.

(h) 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.

(i) Prior to the execution of this contract, the ENGINEER shall submit to the RVRSA the following documents:

- a. Photocopy of a Certificate of Employee Information Report approval, or its equivalent in accordance with N.J.A.C. 17:27-4.
- b. New Jersey Business Registration Certificate.
- c. Business Entity Disclosure Certification.
- d. Confirmation of Professional Liability Insurance.
- e. Business Entity Annual Statement – Disclosing all reportable contributions, and NJ ELEC Confirmation of Filing of the Statement. If the ENGINEER is not required by law to file a Business Entity Annual Statement, then the ENGINEER shall provide a written certification so indicating.

(j) Governing Law. This Agreement is to be governed by the laws of the State of New Jersey.

(k) Successors and Assigns. AUTHORITY and ENGINEER each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither AUTHORITY nor ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. The AUTHORITY shall have the right to approve of subcontractors that may assist the ENGINEER in the performance of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than AUTHORITY and ENGINEER.

(l) 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 this Agreement. Modifications, waivers or amendments to this Agreement (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and the ENGINEER after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

(m) Severability. In the event that any provision of this Agreement 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 ENGINEER shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Agreement 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 Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

SECTION 5 - INSURANCE

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall name Rockaway Valley Regional Sewerage Authority as an additional insured and provide for advance notice to the AUTHORITY of any subsequent modification or cancellation of the coverages:

- A. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- B. Commercial General Liability Insurance with \$1,000,000.00 per occurrence and an aggregate annual limit of \$2,000,000.00.
- C. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.00.

D. Professional Liability Insurance with aggregate annual limits of \$2,000,000.00.

E. Umbrella Policy Coverage with aggregate limits of \$1,000,000.00.

SECTION 6 – INDEMNIFICATION AND WAIVER

(a) The ENGINEER shall indemnify and hold the AUTHORITY harmless against any liability, claims, or costs arising out of any claim arising out of the negligent performance of his/her duties hereunder. The ENGINEER does hereby waive any and all claims against the AUTHORITY for special, indirect, or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability.

(b) The AUTHORITY does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability.

SECTION 7 – DISPUTE RESOLUTION

The RVRSA and ENGINEER agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to non-binding mediation. Should mediation terminate by execution of a settlement agreement by the parties, such agreement shall be enforceable, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. An award rendered by the mediator shall be non-binding on the parties and any party may then file litigation against the other in a court of competent jurisdiction. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, then any party may file litigation against the other in a court of competent jurisdiction. All costs of mediation (exclusive of attorney fees) shall be equally born by both parties.

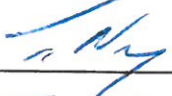
SECTION 8 - ENTIRE AGREEMENT

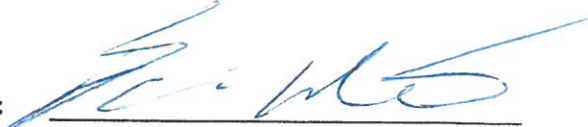
This Agreement constitutes the entire agreement between AUTHORITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by the terms of a mutually agreed written instrument.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be signed as of the date above first set forth.

ATTEST :

EXCEL ENVIRONMENTAL RESOURCES, INC.

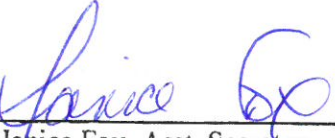

_____, Witness
Tim Navy
Sr. Remediation Manager

By: 

Eric Mertz, LSRP
Project Director

ATTEST:

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY



Janice Fox, Asst. Secretary

By: 

JoAnn Mondsini, Executive Director



*Solving Environmental Problems
& Creating Redevelopment Opportunities*

November 20, 2023

Ms. Janice Fox, Asst. Board Secretary, Records Clerk
Rockaway Valley RSA
R.D. #1, 99 Greenbank Road
Boonton, New Jersey 07005-9602

**Re: 2024 Annual LSRP Services
Rockaway Valley RSA
Excel Proposal No. P23110**

Dear Ms. Fox:

Excel is pleased to respond to the Rockaway Valley Regional Sewerage Authority (RSA) request to provide a proposal for 2024 Annual LSRP Consulting Services. Excel is a privately owned and operated, full-service WBE/SBE/DBE environmental engineering and consulting firm that provides services that are solution-oriented, innovative, and focused on the needs and objectives of each client. We pride ourselves on the high quality and technical excellence of our services and the cost-effective and creative solutions we have developed based on years of problem-solving experience in the environmental industry.

Excel has been in business for 29 years, all under the same name and management. We have one principal place of business that is centrally located at 111 North Center Drive, North Brunswick, Middlesex County, New Jersey.

Excel's staff is comprised of experienced, highly skilled, and highly committed environmental professionals. Our staff is experienced in all aspects of the environmental investigation and remediation process in New Jersey with an emphasis on the performance of goal-oriented Preliminary Assessment (PA), Site Investigation (SI), Remedial Investigation (RI), Remedial Action (RA), and Underground Storage Tank (UST) closure projects.

Excel offers these comprehensive services to maintain compliance with a wide range of regulations, including New Jersey's SRRA, Industrial Site Recovery Act (ISRA), Spill Compensation and Control Act, and Underground Storage of Hazardous Substances Act, among others.

At present, three individuals at Excel have Licensed Site Remediation Professional (LSRP) licenses. Excel LSRPs have been formally retained for both private and public sector projects in order to maintain compliance with NJDEP regulations and advance the projects through the necessary regulatory and investigatory phases. Excel conducts all remediation projects based on

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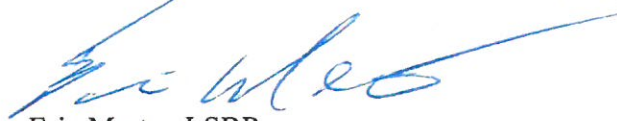
sound technical and regulatory strategies and have issued numerous Response Action Outcome (RAO) letters in order to close out particular projects where an LSRP is retained.

Excel understands that the Rockaway Valley RSA Annual LSRP Consulting Services contract is for a total fee of \$5,000 for various LSRP Consulting Services, as needed. Excel will open and track specific subtasks with a part of this budget as needed. Excel is, at a minimum, committed to complying with the following RVRSA requirements:

- Invoices are to be e-mailed monthly.
- Invoices will be submitted by the 25th of each month
- Along with the invoice, a description of the work done by each person and the corresponding hours will be provided.
- When a contract or subtask reaches 75% of budget, Excel will e-mail a simple summary of the remaining work to complete, when completion is anticipated and whether finishing on budget is anticipated.
- Each quarter, Excel will review accounts receivable to make sure nothing has been missed.
- All work will be based on a time & materials basis unless otherwise requested.
- Excel understands that costs above the approved contract amount or task amount will not be paid without prior authorization and out-of-scope work will also not be paid without prior authorization.

Attached is Excel's 2024 Rate Schedule and the executed Pay to Play forms. Thank you for the opportunity to assist you with LSRP consulting services. Please feel free to contact me at (732) 545-9525 if you have any questions or if you need any additional information.

Sincerely,
EXCEL ENVIRONMENTAL RESOURCES, INC.


Eric Mertz, LSRP
Project Director

Attachments: Excel's 2024 Rate Schedule
RVRSA Pay to Play Forms

Cc: JoAnn Mondsinì (jmondsini@rvrsa.org)
Bob Bocchino (rbocchino@rvrsa.org)





RATE SCHEDULE
(Effective January 1, 2024)

Sr. Principal	\$325.00 /hour
Principal	\$275.00 /hour
Sr. Technical Consultant	\$250.00 /hour
Project Director	\$225.00 /hour
Sr. Project Manager	\$200.00 /hour
Sr. Project Geologist/Scientist/Engineer	\$175.00 /hour
Sr. Remediation Site Manager	\$175.00 /hour
Project Manager III	\$150.00 /hour
Remediation Site Manager	\$135.00 /hour
Sr. Geologist/Scientist/Engineer	\$135.00 /hour
Project Manager II	\$135.00 /hour
Project Manager I	\$125.00 /hour
Assistant Project Manager	\$115.00 /hour
Project Geologist/Scientist/Engineer II	\$115.00 /hour
Project Geologist/Scientist/Engineer I	\$105.00 /hour
Field Supervisor	\$95.00 /hour
Chief Financial Analyst	\$95.00 /hour
Staff Geologist/Scientist/Engineer II	\$95.00 /hour
CAD Operator	\$95.00 /hour
Administrative Assistant/Technician	\$95.00 /hour
Staff Geologist/Scientist/Engineer I	\$85.00 /hour

Materials, Equipment & Travel Expenses

1. Outside services subcontracted by Excel, including subcontracted drilling and analytical services, will be billed at cost plus 18% to cover environmental insurance and other surcharges.
2. Mileage will be billed from the Excel Environmental Resources office to the site location at the IRS Standard mileage rate for businesses which is \$0.625/mile for 2024.
3. An additional 5% of Project Management labor costs will be added to each invoice to cover Direct Costs such as duplication, telephone, fax, mail, insurance, and other related costs.

Depositional Testimony, Expert Witness, Arbitration, and/or Mediation Rate

Preparation for and participation in Depositional Testimony, Expert Witness, Arbitration and/or Mediation will be billed at \$375/hour.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Excel Env. Resources, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2024 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Rockaway Valley Regional Sewerage Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

SEE ATTACHED LIST	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Lawra J. Dodge	21 Roosevelt Road, Whitehouse Station, NJ 08889

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Excel Environmental Resources, Inc.

Signature of Affiant: [Signature]

Title: Sr. Remediation Manager

Printed Name of Affiant: Tim Navy

Date: 1-3-24

Subscribed and sworn before me this 3 day of January, 2024.

My Commission expires: 07/08/2024

[Signature]
(Witnessed or attested by)

(Seal)

KAMREN GORMAN
NOTARY PUBLIC OF NEW JERSEY
Commission # 60108238
My Commission Expires 7/8/2024

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
ROCKAWAY VALLEY REGIONAL SEWERAGE 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.**

*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)