

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

KLEINFELDER, INC. with offices at 150 College Road West, Suite 100, Princeton, New Jersey, 08540 (hereinafter “ENGINEER”).

WITNESSETH:

WHEREAS, RVRSA desires to retain ENGINEER to provide professional engineering 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 the ENGINEER agree to the following:

SECTION 1 – SCOPE OF SERVICE

(a) ENGINEER shall provide General Consulting Engineering Services, 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 the “Proposal for 2024 Wastewater Engineering Consulting Services”, (hereinafter “Proposal”), dated December 5, 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 General Consulting Engineering 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 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.

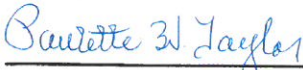
SECTION 8 - ENTIRE AGREEMENT


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:

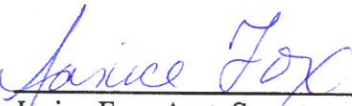
KLEINFELDER, INC.



Paulette W. Taylor, Proj. Assistant, Witness

By: 
Timothy D. Bradley, P.E., Vice President

ATTEST:

**ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY**


Janice Fox, Asst. Secretary

By: 
JoAnn Mondsini, Executive Director



December 5, 2023

JoAnn Mondsini
Executive Director
Rockaway Valley Regional SA
RD #1, 99 Green Bank Road
Boonton, NJ 07005

RE: PROPOSAL FOR 2024 WASTEWATER ENGINEERING CONSULTING SERVICES

Dear Ms. Mondsini:

As requested, I have prepared this proposal for Kleinfelder, Inc. (Kleinfelder) to continue assisting the Rockaway Valley Regional Sewerage Authority (RVRSA) as a Consulting Engineer. Thank you for requesting our continued service to RVRSA. As you know, Kleinfelder has an in-depth knowledge of RVRSA's wastewater treatment plant and interceptor system and is familiar with RVRSA future need to implement various improvements to RVRSA's facilities. Our knowledge of your facilities and needs has allowed us to efficiently assist RVRSA over many years.

In terms of project management, we anticipate that I personally will manage all work related to planning and engineering studies, design, construction-related permitting, assistance with loan applications, and construction administration.

Below, I have summarized the areas under which you may request our assistance over the upcoming year:

PROJECT 1: ANNUAL ENGINEERING CONSULTING SERVICES

Kleinfelder will provide general wastewater engineering services to RVRSA, as requested throughout the year. As you know, we have extensive wastewater engineering experience encompassing facility planning, evaluations, design, permitting, construction management, start-up, operations assistance, training, and process troubleshooting.

Kleinfelder's general engineering services would be provided on an as-requested basis for tasks such as:

- Attending meetings.
- Performing studies related to the wastewater collection and treatment system.
- Providing assistance in identifying and prioritizing capital improvement needs.
- Assist in obtaining funding through the New Jersey Water Bank Financing Program.
- Preparing engineering reports.
- Preparing design plans and specifications.
- Preparing construction-related permit application such as TWA applications.
- Providing construction administration services.

PROJECT 2: Jersey City Litigation Support

In this project, Kleinfelder will provide the following support related to ongoing Jersey City litigation. Completion of the draft Expert Report. Participate in meetings with the RVRSA and attorneys to discuss the draft Expert Report. Finalize the draft Expert Report. Review the Expert Report prepared by Jersey City's Expert. Participate in meetings with RVRSA attorneys to prepare for deposition. Provide Deposition Testimony. Review the deposition transcript of Jersey City's expert. Participate in meetings with RVRSA's attorneys to prepare for trial testimony. Provide Trial Testimony.

BUDGET

All work completed by Kleinfelder on the tasks summarized above would be billed on a time-plus-expenses basis in accordance with the attached hourly billing rates and Client Professional Services Agreement. Based on our present understanding of your needs, I propose the following budgets for each project.

<u>Project</u>	<u>Description</u>	<u>Budget</u>
1	Annual Engineering Consulting*	\$50,000
2	Jersey City Litigation Support	<u>\$25,000</u>
	Total	\$75,000

* For the Annual Engineering Consulting project (Project 1): Please note that although we are requesting a total budget of \$50,000, we will open and track specific subtasks as needed throughout the year.

As requested, Kleinfelder will issue monthly invoices by email that will be submitted by the 25th of each month. All invoices will be submitted to the Engineering Department.

We greatly appreciate the opportunity to further serve RVRSA. As requested, I have enclosed the signed Business Entity Disclosure Certification Form. In addition, I have enclosed the Kleinfelder, Inc. New Jersey Business Registration Certificate and Certificate of Employee Information Report.

If you have any questions regarding this proposal, please contact me at (609) 454-4555 or by email at TBradley@Kleinfelder.com.

Sincerely,



Timothy D. Bradley, P.E.
Vice President

cc: Robert Bocchino



HOURLY BILLING RATES

<u>Category</u>	<u>Rate</u>
Vice President / Director	\$270 - \$295
Senior Principal Engineer / Program Manager	\$245 - \$265
Principal Engineer / Scientist	\$220 - \$240
Senior Project Manager	\$195 - \$225
Project Manager	\$165 - \$190
Senior Construction Manager	\$180 - \$205
Construction Manager	\$145 - \$175
Senior Project Engineer	\$165 - \$170
Project Engineer	\$150 - \$170
Senior Staff Engineer	\$140 - \$155
Senior Staff Scientist	\$130 - \$150
Staff Engineer	\$115 - \$135
Staff Scientist	\$110 - \$125
GIS Analyst / CADD Designer	\$105 - \$125
Technical / Project Assistant	\$100 - \$120

Billing rates are subject to increase during each year. Project related expenses including travel, rental vehicles and equipment, computer charges, safety equipment, disposal of waste materials, telephone charges, messenger and delivery charges, printing, and expendable supplies acquired specifically for the project will be billed at cost. Use of Kleinfelder owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by Kleinfelder specifically for the project and on behalf of the client will be billed at cost plus ten percent.

CLIENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on _____ between Rockaway Valley Regional Sewerage Authority (**Client**) and Kleinfelder, Inc. (**Kleinfelder**). Client hereby appoints Kleinfelder to provide certain Services (as defined below), and Kleinfelder hereby agrees to perform the Services, on the following terms and conditions:

1. SCOPE OF SERVICES

Client engages Kleinfelder to provide, and Kleinfelder agrees to provide, the professional services as set forth in Kleinfelder's Proposal dated December 5, 2023 (**Proposal**), and as follows (collectively the **Services**):

2024 Wastewater Consulting Engineering Services

2. SCHEDULE AND PAYMENT

Kleinfelder shall perform the Services, and Client shall pay Kleinfelder, in accordance with the schedule and payment basis set forth in the Proposal, and as follows:

Work invoiced on a time-plus-expense basis, with detailed monthly invoices provided.

3. GENERAL CONDITIONS AND ADDENDA

THE GENERAL CONDITIONS ON PAGE 2 CONTAIN INDEMNIFICATION, LIMITATION OF LIABILITY AND OTHER IMPORTANT PROVISIONS AFFECTING THE PARTIES' LEGAL RIGHTS AND OBLIGATIONS.

Client and Kleinfelder have read, understand and agree to this Agreement, the General Conditions, the Indemnity and Limitation of Liability provisions located on Page 2, and all Proposal, Fee Schedule and addenda identified herein.

This Agreement includes the terms herein, General Conditions and any Proposal, Fee Schedule and addenda identified herein, which taken together apply to all services undertaken pursuant to this Agreement, represent the parties' entire agreement of and supersedes all agreements on the same subjects between the parties, either oral or in writing, including any Client work or purchase order.

This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of such state and waive any right to object to any proceedings being brought in those courts. The parties hereby expressly waive any and all rights to trial by jury.

EXECUTED by the parties as of the date first written above:

CLIENT:

KLEINFELDER:

By: _____

By:  _____

Printed Name: JoAnn Mondsini

Printed Name: Timothy D. Bradley, P.E.

Title: Executive Director

Title: Vice President

CLIENT PROFESSIONAL SERVICES AGREEMENT – GENERAL CONDITIONS

1. **Standard of Care.** Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided. Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided under or pursuant to this Agreement.
2. **Insurance.** Kleinfelder will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by Kleinfelder hereunder.
3. **Pricing and Payment.** The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. Kleinfelder reserves the right to periodically adjust its fee schedule. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1½ % per month from the date of invoice and suspension by Kleinfelder of all Services.
4. **Prevailing Wages.** It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to defend, indemnify and hold harmless Consultant from and against all liabilities, losses, claims, costs and damages (including reasonable costs and attorneys fees), resulting from a determination that the Project was covered under prevailing wage regulations.
5. **Termination.** Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay Kleinfelder for such portion of the Services performed and materials provided up to the date of termination.
6. **Performance.** Kleinfelder will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. Kleinfelder will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that Kleinfelder will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.
7. **Client Responsibilities.** Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with Kleinfelder. Kleinfelder is entitled to rely upon the accuracy and completeness of all information given by Client Parties.
8. **INDEMNITY; LIMITATION OF LIABILITY.** Client will defend, indemnify and hold harmless Kleinfelder, its officers, directors, parent, affiliates, shareholders and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by Kleinfelder (collectively, "Claims"), that arise from performance of the Services or from Kleinfelder's acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or wilful misconduct of Kleinfelder. The maximum aggregate liability of Kleinfelder in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services hereunder or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. Upon Client's written request, the parties may negotiate and enter a written amendment in accordance with clause 11 herein to increase the amount of this limitation of liability in exchange for an increased payment to Kleinfelder. As used in this clause 8, "Kleinfelder" includes Kleinfelder, its affiliates, subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.
9. **Reliance.** The documents provided by Kleinfelder to Client under this Agreement may be based on information obtained from sources outside Kleinfelder's control. Other than the application of prudent professional care in their evaluation, Kleinfelder does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of Kleinfelder for the specific purposes intended will be at user's sole risk and without liability and legal exposure to Kleinfelder.
10. **Hazardous Materials; Samples.** Kleinfelder will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.
11. **Amendments, Changes, Assignment, Waiver, Compliance.** This Agreement represents the entire agreement of the parties, and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and Kleinfelder shall abide by 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Covered contractors and subcontractors shall take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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 Kleinfelder, 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
Kleinfelder, Inc., a California corporation, is a wholly owned subsidiary of The Kleinfelder Group, Inc., a California corporation; which is a wholly owned subsidiary of Kleinfelder Parent, Inc., a Delaware corporation; which is a wholly owned subsidiary of Kleinfelder Intermediate LLC, a Delaware limited liability company; which is a wholly owned subsidiary of Kleinfelder Group Holdings LLC, a Delaware limited liability company; which is a wholly owned subsidiary of Kleinfelder Group Parent LP, a Delaware limited partnership; which is majority owned by LG Kleinfelder Holdings LP, a Delaware limited partnership.	

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: Kleinfelder, Inc.

Signature of Affiant: [Signature] Title: Vice President

Printed Name of Affiant: Timothy D. Bradley Date: 12/5/23

Subscribed and sworn before me this 5th day of
December, 2023.

My Commission expires: 12/26/23

PAULETTE W. TAYLOR
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 26, 2023

[Signature]
(Witnessed or attested by)

(Seal)

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)

**Attachment to Business Entity Disclosure Certification**  
**For Non-Fair and Open Contracts**  
**For**  
**Rockaway Valley Regional Sewerage Authority**  
**2023-2024 List of Elected Officials pursuant to N.J.S.A. 19:44A-20.8**  
**Newly Elected in *\*Bold***

**Town of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board of Aldermen:

**\*Jim Lynch, Mayor Elect**

Richard Corcoran, Mayor –Term expires 12/31/23.  
Joseph Bock – Term expires 12/31/23.  
John Meehan – Term expires 12/31/23.  
Edina Renfro-Michel – Term expires 12/31/23.  
Michael Wade – Term expires 12/31/23.  
Daniel Balan – Term expires 12/31/24.  
Marie Devenezia – Term expires 12/31/24.  
Benjamin Weisman – Term expires 12/31/24.  
Cyril Wekilsky – Term expires 12/31/24.

**\*John P. Meehan**

**\*Jacob W. Hettrich**

**\*Robert J. Murray**

**\*Alexis Minson**

**Township of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

Brian Honan, Mayor - Term expires 12/31/23. **(Committee to select Mayor in Jan. 2024)**

**\*Thomas Donadio** – Term expires 12/31/23 **Re-elected.**

**\*Brian Honan** – Term expires 12/31/23 – **Re-elected.**

Thomas Sanfilippo, Jr. – Term expires 12/31/24.

Paul Allieri – Term expires – 12/31/25.

William Klingener – Term expires 12/31/25.

**Township of Denville**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas W. Andes, Mayor**- Term expires 12/31/23. **Re-elected**

John Murphy - Term expires 12/31/23.

Harry Fahrer – Term expires 12/31/23.

Gary Borowiec – Term expires 12/31/25.

Glenn R. Buie – Term expires 12/31/25.

Christina Kovacs – Term expires 12/31/25.

Christopher P. Golinski – Term expires 12/31/25.

**\*Angela-Maria Cote** - Term expires 12/31/23. **Re-elected**

**\*Louis Maffei**

**\*Robert Simpson**



### **Town of Dover**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board Aldermen:

**\*James P. Dodd, Mayor Elect**

Carolyn Blackman, Mayor – Term expires 12/31/23.

Jessica Cruz – Term expires 12/31/23.

Judith Rugg - Term expires 12/31/23.

**Arturo Santana** - Term expires 12/31/23. **Re-elected**

**Michael Scarneo** - Term expires 12/31/23. **Re-elected**

Karol Ruiz - Term expires 12/31/24.

Sandra Milena Wittner - Term expires 12/31/24.

Geovani Estacio - Term expires 12/31/24.

Marcos Tapia – Term expires 12/31/24.

**\*Sergio Rodriguez**

**\*Claudia P. Toro**

### **Township of Randolph**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Lou Nisivoccia, Mayor – Term expires 12/31/23. **(New Mayor to be selected by Council in Jan. 2024)**

Christine Carey, Deputy Mayor – Term expires 12/31/24.

Joseph Hathaway - Term expires 12/31/24.

Joanne Veech - Term expires 12/31/24.

Helene Elbaum - Term expires 12/31/26.

Mark Forstenhausler - Term expires 12/31/26.

Lou Nisivoccia - Term expires 12/31/26.

Marie Potter - Term expires 12/31/26.

### **Borough of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas Mulligan, Mayor** - Term expires 12/31/23 – **Re-Elected**

**\*Melissa Burnside** - Term expires 12/31/23 – **Re-Elected**

Robert Smith -Term expires 12/31/25.

Thomas J. Haynes, III - Term expires 12/31/24.

James R. Hurley - Term expires 12/31/24.

Thomas Slockbower - Term expires 12/31/25.

**\*Patrick McDonald** Term expires 12/31/23 – **Re-Elected**



### **Township of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

**\*Joseph Jackson, Mayor** – Term expires 12/31/23 – Re-Elected

**\*Pawel Wojtowicz** – Term expires 12/31/23 – Re-Elected

**\*Adam Salberg** – Term expires 12/31/23 – Re-Elected

**\*Howard Kritz** – Term expires 12/31/23 – Re-Elected

Douglas Brookes - Term expires 12/31/25.

Rachel Brookes - Term expires 12/31/25.

Emanuel Friedlander - Term expires 12/31/25.

Mary Noon - Term expires 12/31/25.

John J. Quinn - Term expires 12/31/25.

Jonathan Sackett- Term expires 12/31/25.

### **Borough of Victory Gardens**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

David Holeman, Jr., Mayor – Term expires 12/31/24.

**\*Stuart Hale** - Term expires 12/31/23 – Re-Elected

**\*Ismael Lorenzo, Sr.** – Term expires 12/31/23 – Re-Elected.

Ondria Garcia-Montes – Term expires 12/31/24.

Kendyll Hedgepath - Term expires 12/31/24.

Vera Cheatham – Term expires 12/31/25.

James Glass – Term expires 12/31/25.

### **Borough of Wharton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

William J. Chegwiddden, Mayor – Term expires 12/31/26.

**Vincent Binkoski** - Term expires 12/31/23 – Re-Elected.

Sandra Hayes – Term expires 12/31/23.

Nicole Wickenheisser – Term expires 12/31/24.

Thomas Yeager – Term expires 12/31/24.

Robert Norton – Term expires 12/31/25.

Paola Vasquez – Term expires 12/31/25.

**\*Ana L. Jones**

**City of Jersey City**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Steven M. Fulop, Mayor  
Joyce Watterman  
Daniel Rivera  
Amy M. DeGise  
Denise Ridley  
Mira Prinz-Arey  
Richard Boggiano  
Yousef J. Saleh  
James Solomon  
Frank E. Gilmore



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KLEINFELDER, INC.  
**Trade Name:**  
**Address:** 550 WEST C STREET STE.1200  
SAN DIEGO, CA 92101  
**Certificate Number:** 1150687  
**Effective Date:** May 16, 2005  
**Date of Issuance:** March 15, 2017

**For Office Use Only:**  
20170315135956428

Certification 13983

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-Apr-2023** to **15-Apr-2026**

KLEINFELDER, INC.

150 COLLEGE RD. WEST, SUITE 10

PRINCETON NJ 08540



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer