

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

ONE WATER CONSULTING, LLC., with offices at 101 Poor Farm Road, 2nd Floor, 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 “Qualifications Statement and Proposal for On Call Engineering Services”, (hereinafter “Proposal”), dated November 10, 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.~~ JE

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:

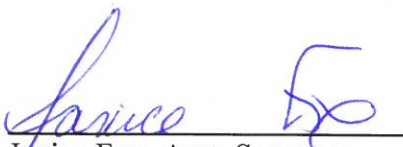
ONE WATER CONSULTING, LLC


Colleen M. Cosgrove, Witness

By: 
James F. Cosgrove, Jr., P.E., Principal

ATTEST:

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY


Janice Fox, Asst. Secretary

By: 
JoAnn Mondsini, Executive Director



November 10, 2023

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

RE: PROPOSAL FOR 2024 WASTEWATER CONSULTING SERVICES

Dear Ms. Mondsini:

As you requested, I have prepared this proposal for One Water Consulting LLC ("One Water") to assist the Rockaway Valley Regional Sewerage Authority (RVRSA) as a Consulting Engineer. Thank you for requesting that I continue to service RVRSA. As you know, One Water's staff are at the forefront of the technical issues at hand, and we have developed a very close working relationship with the New Jersey Department of Environmental Protection (NJDEP). Our intimate knowledge of the current issues and closeness with NJDEP has allowed me to very efficiently assist RVRSA over many years.

In terms of project management, we anticipate that I personally will manage all work associated with the New Jersey Pollutant Discharge Elimination System (NJPDES) permit, wastewater management planning, and IPP program.

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

PROJECT 1: NJPDES PERMITTING AND WMP CONSULTING SERVICES

1.1: NJPDES PERMIT SUPPORT

One Water will assist RVRSA in negotiating with NJDEP on NJPDES permit matters. In August 2019, an Adjudication Hearing and Stay Request was submitted on behalf of RVRSA on its NJPDES permit issued on July 18, 2019. We anticipate that time may be required to negotiate the terms of a settlement on the issues raised in the hearing request.

1.2: WASTEWATER MANAGEMENT PLANNING SUPPORT

The Morris County Planning Board continues to develop its update to the Morris County Wastewater Management Plan (WMP) and Mine Hill is actively pursuing WMP amendments. A key aspect of the WMP process is the calculation of build-out flows within the RVRSA sewer service area. The accuracy of the calculation is critical to RVRSA as it will determine the future flow that RVRSA's treatment plant must be permitted for and capable of treating. As the County completes its analysis and Mine Hill requests additional service area, we will review provided analyses and provide comments on calculations. I expect it may be necessary for us to meet with you, and then the County/Mine Hill to explain our comments and make recommendations for improvements.

PROJECT 2: IPP SUPPORT

One Water will provide technical assistance and support to RVRSA's Industrial Pretreatment Program (IPP) coordinator, including, but not limited to, the following tasks:

- Review Industrial Sewer Connection Permits (ISCPs) to be issued to indirect dischargers (IUs) from a technical perspective to ensure that the RVRSA NJPDES permit is not violated; provide recommendation to set numerical parameters on the table of discharges with respect to availability of loading capacity as established by developed local limits.
- Provide technical assistance on non-compliance matters with IUs, review assessment of fines, and provide technical support for legal defense as expert witness.
- Review and provide recommendation on RVRSA's performance of the implementation of the Authority's IPP program as a delegated agency.
- Provide technical recommendations to reduce industrial loading from the permitted IUs; provide support to carry out investigations to identify potential sources of "slug" discharges and other unidentified adverse discharges that may potentially cause an upset to the plant biological process and contribute to accelerated corrosion of RVRSA's trunkline.
- Any other specific technical tasks as deemed necessary.

BUDGET

All work completed by One Water on the tasks summarized above would be billed on a time-plus-expenses basis in accordance with the attached hourly billing rates and 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 | NJPDES Permitting and WMP Support | \$ 40,000 |
| 2 | IPP Support | <u>\$ 10,000</u> |
| Total = | | \$ 50,000 |

As requested, One Water will issue monthly invoices by email. All invoices will be broken down by task. Each of the two RVRSA departments will be invoiced separately (Projects 1 to Engineering and Project 2 to IPP). All work will be completed on a time plus materials basis in accordance with the hourly rates sheet provided.

We greatly appreciate this opportunity to further serve RVRSA. As requested, I have enclosed the signed and notarized Business Entity Disclosure Certification Form. Please do not hesitate to contact me with any questions. I can be reached via telephone at 609-808-2010 or via email at JCosgrove@OneWaterNJ.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Cosgrove", with a stylized flourish at the end.

James F. Cosgrove, Jr., P.E.
Principal

Enclosure



2024 HOURLY BILLING RATES

| <u>Category</u> | <u>Rate</u> |
|-------------------------------|---------------|
| Principal | \$250 - \$295 |
| Managing Engineer | \$195 - \$245 |
| Senior Project Engineer | \$160 - \$190 |
| Project Engineer | \$145 - \$155 |
| Senior Staff Engineer | \$130 - \$140 |
| Staff Engineer | \$105 - \$125 |
| Technical / Project Assistant | \$ 90 - \$105 |

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 One Water owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by One Water specifically for the project and on behalf of the client will be billed at cost plus ten percent.

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 One Water Consulting LLC 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).

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|--------------------------|--|
| SEE ATTACHED LIST | |
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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 |
|------------------------------|--|
| James F. Cosgrove, Jr. | 492 Christopher Drive, Princeton, NJ 08540 |
| | |
| | |
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| | |
| | |
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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: One Water Consulting LLC

Signature of Affiant: [Signature] Title: Principal

Printed Name of Affiant: James F. Cosgrove, Jr Date: 12/05/2023

Subscribed and sworn before me this 6th day of
December, 2023

My Commission expires:
03/03/2025

ANGELA R. PEARSALL
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 3/03/2025

[Signature]

(Witnessed or attested by)

Angela R. Pearsall, Notary Public
(Seal)