

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 18th day of January, 2023, by and between Kleinfelder, Inc., having its office at 150 college Road West, Suite 100, Princeton, New Jersey 08540, hereinafter called "ENGINEER"; and ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, having offices at R.D. #1, 99 Green Bank Road, Parsippany-Troy Hills, New Jersey 07005 hereinafter called the "AUTHORITY".

WHEREAS, the AUTHORITY wishes to obtain professional engineering services related to bidding and construction of the new emergency generators and new switchgear. The scope of services consists of the following tasks: (1) Bidding Services (2) Prepare Conformed Documents; (3) Resident Project Representative Services; (4) Submittal Review; (5) Clarifications and Interpretations; (6) Meetings and Site Visits; (7) Change Order Assistance; (8) O&M Manual Supplement; (9) Testing Assistance. Air Permits, and 1-Year Project Certification; (10) Record Drawings and (11) Project Administration; and

WHEREAS, the AUTHORITY desires that the ENGINEER be available to undertake such professional engineering services as the AUTHORITY may order hereunder.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, AUTHORITY and ENGINEER agree as follows:

SECTION 1 – “BASIC SERVICES OF ENGINEER” OR “THE WORK ORDER”

- (a) ENGINEER shall provide the professional engineering services, as described in the Proposal dated January 5, 2023, submitted by ENGINEER marked Exhibit B (“Proposal”) and made a part hereof. (“Further Description of Basic Services or the Work Order”).
- (b) ENGINEER indicates within the Proposal the primary persons responsible for providing Basic Services to the AUTHORITY and its rate schedule which shall be deemed to be part of this contract and shall be attached hereto and made a part hereof.
- (c) ENGINEER shall be responsible to AUTHORITY for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for the negligent acts, errors or omissions of any other persons including but not limited to the agents, employees and contractors of AUTHORITY.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

General – Only if authorized in writing by AUTHORITY and agreed to in writing by ENGINEER by an Amended Work Order, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by AUTHORITY as indicated in Section 5. The following shall be Additional Services:

- (a) Services resulting from significant changes in the extent of the orders issued by the AUTHORITY or changes requested by AUTHORITY.
- (b) Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.
- (c) Services after completion of the Work as ordered by AUTHORITY.
- (d) Preparing to serve or serving as a consultant or witness (either expert or factual) for AUTHORITY in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.
- (e) Services normally furnished by AUTHORITY or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall:

- (a) Assist ENGINEER by placing at its disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.
- (b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (c) Examine documents presented by the Engineer related to this project within a reasonable time as to not delay the services of ENGINEER.
- (d) Give prompt written notice to ENGINEER whenever AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

SECTION 4 - PERIOD OF SERVICE

- (a) The provisions of Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.
- (b) Unless extended by mutual agreement, this Agreement shall cover the period of services from the date of the authorization to proceed with the Work to the completion of the final design in accordance with N.J.S.A. 40A:11-15(9).

SECTION 5 - PAYMENTS TO ENGINEER

- (a) ENGINEER shall be compensated for its services on a reimbursable basis. Total compensation shall not exceed the amount set forth in Section entitled, "Cost Proposal" of the Proposal attached hereto as Exhibit A, without separate authorization from the Authority's Board by way of Resolution.
- (b) If at any time the ENGINEER determines that, without the fault of the ENGINEER, the budgeted amount set forth in the Proposal will not be sufficient to complete the services, it shall give notice of the same to the AUTHORITY in writing, accompanied by its estimate of the additional funding necessary to complete such services, whereupon the AUTHORITY shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).
- (c) AUTHORITY shall pay ENGINEER for additional Services rendered under Section 2 on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project or as otherwise mutually agreed upon in writing.
- (d) ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses and additional services incurred. ENGINEER will include percentage complete in monthly statements for Basic Services provided. ENGINEER will include detailed time accounting for the identity of the employee performing the service and a description of the work performed and time devoted to that activity for Additional Services and Reimbursable Expenses.
- (e) 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.
- (f) Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items.

SECTION 6 - 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 ENGINEER. ENGINEER shall provide AUTHORITY with two sets of CD's that will contain all the plans and specifications for the Work, together with any revisions that have been made to the specifications. 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) Governing Law - This Agreement is to be governed by the laws of the State of New Jersey.
- (f) Successors and Assigns – AUTHORITY and ENGINEER each binds 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.
- (g) Estimates of Cost - Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, their opinions of estimated Project cost or construction cost are to be made on the basis of their experience and qualifications and represent their professional judgment as engineers, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by them.
- (h) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

(i) 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.

(j) 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.

(k) 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.

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.

SECTION 7 – EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- (a) ENGINEER's Proposal to the AUTHORITY for Professional Construction Administration and Resident Project Representative Services for Contract 44 dated January 5, 2023 (Exhibit B).
- (b) The ENGINEER's personnel and the primary persons responsible for providing Basic Services together with Schedule of Hourly Rates and Expenses (Exhibit A).
- (c) Mandatory Affirmative Action Clause (Exhibit B).

SECTION 8 - 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 9 – 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 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 10 – 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.

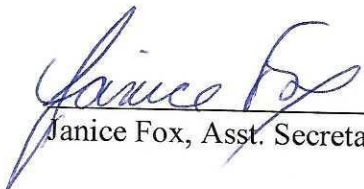
SECTION 11 - ENTIRE AGREEMENT

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 parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY


Janice Fox, Asst. Secretary

By 
JoAnn Mondsini, Executive Director

ATTEST:

KLEINFELDER, INC.


Michael Jenkins, Witness

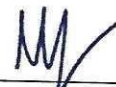
By 
Timothy D. Bradley, Vice President

EXHIBIT A

MANDATORY AFFIRMATIVE ACTION &
AMERICAN DISABILITIES ACT OF 1990
LANGUAGE

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, as applicable, are made part of this contract.

KLEINFELDER, INC.

By: Timothy D., Bradley 

Title: Vice President

Date: January 17, 2023

EXHIBIT B

ENGINEER's Proposal to the AUTHORITY for Professional Bidding and CSRI Engineering Services for Contract 44, dated January 5, 2023 including ENGINEER's personnel and the primary persons responsible for providing Basic Services together with Schedule of Hourly Rates and Expenses



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-2020** to **15-APR-2023**

KLEINFELDER, INC.
550 WEST C STREET, SUITE 1200
SAN DIEGO CA 92101



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

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, 2023 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
See attached Ownership Disclosure Statement	

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: *Timothy D. Bradley* Title: Vice President

Printed Name of Affiant: Timothy D. Bradley Date: 1/3/2023

Subscribed and sworn before me this 3 day of January, 2023.

My Commission expires: 12/26/2023

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

Paulette W Taylor
 (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.

~~~~~

**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**  
**2022-2023 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:

Richard Corcoran Mayor

**\*Cyril Wekilsky**

John Meehan

Edina Renfro-Michel

Marie DeVenezia

**\*Daniel Balan**

Joseph Bock, Jr.

Michael Wade

**\*Benjamin Weisman**

Joe Fenske

Jim Lynch

**Township of Boonton**

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

Paul Allieri, Mayor

Brian Honan, Deputy Mayor

William Klingener

Thomas Donadio

Thomas SanFilippo, Jr.

**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

John Murphy

Gary Borowiec

Glen R. Buie

Christina Kovacs

Christopher P. Golinski

Harry Fahrer

Angela Cote

### Town of Dover

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

Caryolyn Blackman, Mayor

Sandra Milena Wittner

Jessica Cruz

**\*Geovani Estacio-Carrillo**

Judith Rugg

**\*Karol Ruiz**

Adrian Ballesteros

Arturo Santana

**\*Marcos Tapia-Aguilar, Sr.**

### Township of Randolph

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

Lou Nisivoccia, Mayor

Christine Carey, Deputy Mayor

**\*Joseph Hathaway**

**\*Helene Elbaum**

Mark Forstenhausler

Marie Potter

Joanne Veech

### Borough of Rockaway

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

Thomas Mulligan, Mayor

Melissa Burnside

Robert Smith

Thomas J. Haynes, III

James R. Hurley

**\*Thomas Slockbower**

Patrick McDonald

### Township of Rockaway

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

Joseph Jackson, Mayor

**\*Pawel Wojtowicz**

Emanuel Friedlander

John J. Quinn

Jonathan Sackett

Mary Noon

Douglas Brookes

Howard Kritz

Adam Salberg

Rachel Brookes



### **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  
Kendyll Hedgepath  
Vera Cheatham  
James Glass  
Ismael Lorenzo, Sr.  
\*Stuart Hale  
Ondria Garcia-Montes

### **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  
Vincent Binkoski  
Sandra Hayes  
Nicole Wickenheisser  
Thomas Yeager  
Robert Norton  
Paola Vasquez

### **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  
\*Amy M. DeGise  
Joyce Watterman  
Daniel Rivera  
Richard Boggiano  
\*Frank E. Gilmore  
Denise Ridley  
Mira Prinz-Arey  
James Solomon  
Yousef J. Saleh



## Ownership Disclosure Statement

**Kleinfelder, Inc.** is a wholly owned subsidiary of **The Kleinfelder Group, Inc.**, which is a wholly owned subsidiary of **Kleinfelder Parent, Inc.**, which is a wholly owned subsidiary of **Kleinfelder Holdings, LLC.**

**Kleinfelder Holdings, LLC** has two members with an ownership interest greater than 10% -- **Wind Point Partners VIII-A, L.P.** and **Wind Point Partners VIII-B, L.P.** (the "**Wind Point Entities**"). Two of the limited partners of the Wind Point Entities are state employee retirement systems, each of which have an ownership interest of more than 10%.

**KLEINFELDER, INC. (formerly Kleinfelder West, Inc.)**

A California Corporation

Address: 770 First Avenue, Ste. 400, San Diego, CA 92101

**THE KLEINFELDER GROUP, INC.**

A California Corporation

Address: 770 First Avenue, Ste. 400, San Diego, CA 92101

**KLEINFELDER PARENT, INC.**

A Delaware Corporation

Address: 676 N. Michigan Ave, Suite 3700 Chicago, IL 60611

**KLEINFELDER HOLDINGS, LLC**

A Delaware Limited Liability Company

Address: 676 N. Michigan Ave, Suite 3700 Chicago, IL 60611



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                             |                                                                                                                      |                                         |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------|
| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | <b>CONTACT NAME:</b><br>_____                                                                                        |                                         |               |
|                                                                                                                                                             | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105<br><b>E-MAIL ADDRESS:</b><br>_____ |                                         |               |
| <b>INSURED</b><br>The Kleinfelder Group, Inc<br>770 First Ave<br>San Diego CA 92101 USA                                                                     | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                 |                                         | <b>NAIC #</b> |
|                                                                                                                                                             | INSURER A:                                                                                                           | Zurich American Ins Co                  | 16535         |
|                                                                                                                                                             | INSURER B:                                                                                                           | American Guarantee & Liability Ins Co   | 26247         |
|                                                                                                                                                             | INSURER C:                                                                                                           | Allied World Surplus Lines Insurance Co | 24319         |
|                                                                                                                                                             | INSURER D:                                                                                                           | _____                                   | _____         |
|                                                                                                                                                             | INSURER E:                                                                                                           | _____                                   | _____         |

**COVERAGES**      **CERTIFICATE NUMBER:** 570097414638      **REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONTRACT OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | Limits shown are as requested                                                  |                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------------------------------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|----------------------------|
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | LIMITS                                                                         |                            |
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: _____ |           |          | GLO612459401                                                                    | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE                                                                | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | MED EXP (Any one person)                                                       | \$15,000                   |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | PERSONAL & ADV INJURY                                                          | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | GENERAL AGGREGATE                                                              | \$2,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | PRODUCTS - COMP/OP AGG                                                         | \$2,000,000                |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                          |           |          | BAP 6124595-01                                                                  | 04/01/2022              | 04/01/2023              | COMBINED SINGLE LIMIT (Ea accident)                                            | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | BODILY INJURY (Per person)                                                     |                            |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | BODILY INJURY (Per accident)                                                   |                            |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | PROPERTY DAMAGE (Per accident)                                                 |                            |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION                                                                                                        |           |          | SXS612459701                                                                    | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE                                                                | \$3,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | AGGREGATE                                                                      | \$3,000,000                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                            | Y/N<br>N  | N/A      | WC612459601<br>All States                                                       | 04/01/2022              | 04/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |                            |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | E.L. EACH ACCIDENT                                                             | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | E.L. DISEASE-EA EMPLOYEE                                                       | \$1,000,000                |
|          |                                                                                                                                                                                                                                                                                                                                                    |           |          |                                                                                 |                         |                         | E.L. DISEASE-POLICY LIMIT                                                      | \$1,000,000                |
| C        | Env CPL/Prof                                                                                                                                                                                                                                                                                                                                       |           |          | PSDEF2200647<br>Claims-Made Policy<br>SIR applies per policy terms & conditions | 04/01/2022              | 04/01/2023              | Each Claim Aggregate                                                           | \$2,000,000<br>\$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Emergency Generator and Switch Gear Replacement Project-Contract 44. Rockaway Valley Regional Sewerage Authority is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. See Attached for Complete List of Named Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rockaway Valley Regional  
Sewerage Authority  
Attn: Joann Mondsin  
R.D. #1, 99 Green Bank Road  
Parsippany-Troy Hills NJ 07005 USA

*Aon Risk Insurance Services West Inc.*





AGENCY CUSTOMER ID: 570000071365

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

|                                                     |           |                                             |  |
|-----------------------------------------------------|-----------|---------------------------------------------|--|
| AGENCY<br>Aon Risk Insurance Services West, Inc.    |           | NAMED INSURED<br>The Kleinfelder Group, Inc |  |
| POLICY NUMBER<br>See Certificate Numbe 570097414638 |           |                                             |  |
| CARRIER<br>See Certificate Numbe 570097414638       | NAIC CODE | EFFECTIVE DATE:                             |  |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## NAMED INSURED SCHEDULE

Kleinfelder, Inc.  
 The Kleinfelder Group, Inc.  
 Kleinfelder Holdings, LLC  
 Kleinfelder Parent, Inc  
 Kleinfelder Architecture Northeast, Inc.  
 Kleinfelder Australia Pty Ltd  
 Kleinfelder Canada, Inc.  
 Kleinfelder Colorado 100, LLC  
 Kleinfelder Construction Services, Inc  
 Kleinfelder Engineering and Geology, P.C.  
 Kleinfelder Guam 101, LLC  
 Kleinfelder International, Inc  
 Kleinfelder Kansas 100, LLC  
 Kleinfelder New Mexico 100, LLC  
 Kleinfelder Northeast, Inc.  
 Kleinfelder Oklahoma 100, LLC  
 Kleinfelder PNG Ltd.  
 Kleinfelder Southeast, Inc.  
 Kleinfelder Texas 100, LLC  
 Kleinfelder Texas 200, LLC  
 Kleinfelder Utah 100, LLC  
 A-1, Inc.- Kleinfelder East, Inc.  
 Buys & Associates, Inc. - TKG  
 Corrigan Consulting, Inc.- TKG  
 Insite Environmental, Inc.- Kleinfelder West, Inc.  
 Kowalski Engineering, Inc.- Kleinfelder Central, Inc.  
 MCE Group, Inc.- Kleinfelder, Inc.  
 Omni Environmental, LLC- Kleinfelder East, Inc.  
 Spectrum Exploration, Inc.-TKG  
 The Wallace Group, Inc. - Kleinfelder West, Inc.  
 TKG Acquisition Corp.  
 Trigon Environmental Services, Inc.  
 Simon Wong Engineering, Inc.  
 Advantage Engineering, LLC - Kleinfelder, Inc.  
 Garcia & Associates - Kleinfelder, Inc.  
 Poggemeyer Design Group, Inc.  
 Design Engineers & Consulting Associates, Inc. (DECA)  
 Industrial Fluid Management, Inc.  
 CM Works, Inc.  
 Gas Transmission Systems, Inc.  
 GTS Engineering & Consulting, LLP  
 Century Engineering, LLC



ZURICH®

## Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 6124594-01

Effective Date: 04/01/2022

This endorsement applies to insurance provided under the:

### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

| <b>SCHEDULE</b>                                                                                                                                                   |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days: | *  |
| The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days: | ** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply.                                     |    |

All other terms and conditions of this policy remain unchanged.



ZURICH®

## Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 6124594-01

Effective Date: 04/01/2022

This endorsement applies to insurance provided under the:

### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

| <b>SCHEDULE</b>                                                                                                                                                   |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days: | *  |
| The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days: | ** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply.                                     |    |

All other terms and conditions of this policy remain unchanged.