

AGREEMENT

THIS AGREEMENT, made this 18th day of January, 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, 2023 through December 31, 2023. 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 January 3, 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.

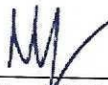
IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be signed as of the date above first set forth.

ATTEST:

KLEINFELDER, INC.



Michael Jenkins, Witness

By: 

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

ATTEST:

**ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY**



Janice Fox, Asst. Secretary

By: 

JoAnn Mondsini, Executive Director



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.

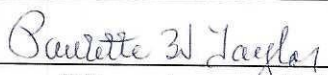
Signature of Affiant:  Title: Vice President

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


 (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  
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



## 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) 03/31/2022

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).

|                      |                                         |                                                                       |                                       |
|----------------------|-----------------------------------------|-----------------------------------------------------------------------|---------------------------------------|
| PRODUCER             |                                         | Aon Risk Insurance Services West, Inc.                                |                                       |
| NAME:                |                                         | Los Angeles CA office                                                 |                                       |
| PHONE (A/C No. Ext): |                                         | (866) 283-7122                                                        |                                       |
| FAX (A/C No.):       |                                         | (800) 363-0105                                                        |                                       |
| E-MAIL ADDRESS:      |                                         | 707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA |                                       |
| INSURER              |                                         | The Kieffelder Group, Inc                                             |                                       |
| 770 First Ave.       |                                         | San Diego CA 92101 USA                                                |                                       |
| INSURER A:           | Zurich American Ins Co                  | INSURER B:                                                            | American Guarantee & Liability Ins Co |
| INSURER C:           | Alfred World Surplus Lines Insurance Co | INSURER D:                                                            |                                       |
| INSURER E:           |                                         | INSURER F:                                                            |                                       |

COVERAGES  
 CERTIFICATE NUMBER: 570092339152  
 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 CONDITION 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                            | ADDITIONAL SUBR INSD WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                |
|----------|----------------------------------------------|--------------------------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY                 |                          | GL612459401    | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A        | AUTOMOBILE LIABILITY                         |                          | BAP 6124595-01 | 04/01/2022              | 04/01/2023              | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                                     |
| B        | UMBRELLA LIAB                                | X                        | SXS612459701   | 04/01/2022              | 04/01/2023              | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000                                                                                                                                                                                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N                      | WC12459601     | 04/01/2022              | 04/01/2023              | ALL STATES                                                                                                                                                                                                                            |
| C        | Env CPL/Prof                                 |                          | PSDF2200647    | 04/01/2022              | 04/01/2023              | Claims-Made Policy SIR applies per policy terms & conditions                                                                                                                                                                          |

| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                              | DESCRIPTION OF OPERATIONS below (Mandatory in NH) OFFICER/MEMBER EXCLUDED? ANY PROPRIETOR / PARTNER / EXECUTIVE | Y/N | Y/N | Y/N | Y/N | Y/N |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|
| Projects as on file with the insured including but not limited to Professional Engineering Services, Rockaway Valley Regional Sewerage Authority is included as additional insured in accordance with the policy provisions of the general liability and Automobile liability policies. Umbrella liability follows form to the general, auto and employer's 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 Mondstijn  
 R.D. #1, 99 Greenbank Rd.  
 Parsippany-Troy Hills NJ 07005 USA

*Aon Risk Insurance Services West Inc*

Certificate No : 570092339152

Holder Identifier : AB



AGENCY CUSTOMER ID: 570000071365

LOC #:

# ADDITIONAL REMARKS SCHEDULE

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|                                                  |                                                       |                                                 |                 |
|--------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|-----------------|
| AGENCY<br>Aon Risk Insurance Services West, Inc. | POLICY NUMBER<br>See Certificate Number: 570092339152 | CARRIER<br>See Certificate Number: 570092339152 | NAIC CODE       |
|                                                  |                                                       |                                                 | EFFECTIVE DATE: |
| NAMED INSURED<br>The Kleinfelder Group, Inc.     |                                                       |                                                 |                 |

**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  
Corrgan 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.  
Poggeyer Design Group, Inc.  
Design Engineers & Consulting Associates, Inc. (DECA)  
CM Works, Inc.  
Industrial Fluid Management, Inc.  
Gas Transmission Systems, Inc.  
GTS Engineering & Consulting, LLP  
Century Engineering, LLC



## Contractors

## Additional Insured – Automatic – Owners, Lessees Or

ZURICH



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

Policy No. GLO 6124594-01

Effective Date: 04/01/2022

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:  
a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or  
b. The ISO CG 20 37 (10/01 edition),  
such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph 1.a. above; or

(2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions:**

#### **Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.





January 17, 2023

VIA OVERNIGHT MAIL

JoAnn Mondini  
Executive Director  
Rockaway Valley Regional Sewerage Authority  
RD #1, 99 Green Bank Road  
Boonton, NJ 07005

RE: 2023 ANNUAL AGREEMENT FOR PROFESSIONAL SERVICES

Dear Ms. Mondini:

Enclosed with this letter are two (2) original copies of the agreement for 2023 Professional Services, which have been signed and attested by Kleinfelder. After RVRSA signatures are obtained, please return one fully executed copy for our files.  
Also enclosed are Kleinfelder's New Jersey Business Registration Certificate, Certificate of Employee Information Report, Business Entity Disclosure Certification, and Certificate of Insurance which includes professional liability insurance.

We look forward to working with RVRSA again this year.

If you have any questions, please contact me at (609) 454-4555.

Sincerely,

Timothy D. Bradley, P.E.  
Vice President

Enclosures

cc: Robert Bocchino