

AGREEMENT

THIS AGREEMENT, made this 12th day of December, 2024 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

COLLIERS ENGINEERING & DESIGN, INC., (DBA MASER CONSULTING) with offices at 400 Valley Road, Suite 304, Mt. Arlington, New Jersey, 07856 (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, 2025 through December 31, 2025. The RVRSA and/or the ENGINEER agree to the following:

SECTION 1 – SCOPE OF SERVICE

(a) ENGINEER shall provide Engineering Services, in accordance with Collier’s Proposal No. 23012395P, dated November 22, 2024.

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 “RVRSA 2025 Engineering Services Proposal

No. 23012395P for Engineering Services", (hereinafter "Proposal"), dated November 22, 2024, 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 in the not to exceed, without prior consent of the RVRSA Board, amount of \$25,000.00.

(b) ENGINEER shall submit statements for 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, upon payment for services rendered.

(c) Project Records. As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, signed and sealed documents, unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media or other items generated or obtained for the Project by ENGINEER.

(d) Records which are instruments of service deliverable under this Agreement shall become the property of the AUTHORITY. Originals of Records shall remain in the possession of the AUTHORITY. The AUTHORITY shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER. ENGINEER

shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Political Contribution Disclosure. This contract has been awarded to the ENGINEER based on the merits and abilities of the ENGINEER to provide the goods or services as described herein. This contract was awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

(f) The ENGINEER is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the ENGINEER receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the ENGINEER's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that an qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where-applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability; nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(h) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, 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 include Rockaway Valley Regional Sewerage Authority as an additional insured and provide for advance notice to the AUTHORITY of any subsequent 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 to the extent caused by 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:


KRISTIN MORSENSEN, Witness

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

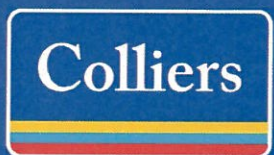
By: 
Suzanne M. Zitzman, GISP, Principal

ATTEST:


Janice Fox, Asst. Secretary

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By: 
JoAnn Mondsini, Executive Director



Engineering
& Design

Prepared For

Rockaway Valley Regional
Sewerage Authority

RVRSA 2025 Engineering Services

Maser Consulting is now Colliers Engineering & Design

November 22, 2024
Proposal No. 24012395P
400 Valley Road, Ste. 304
Mt. Arlington, NJ 07856
973-398-3110

Accelerating success.

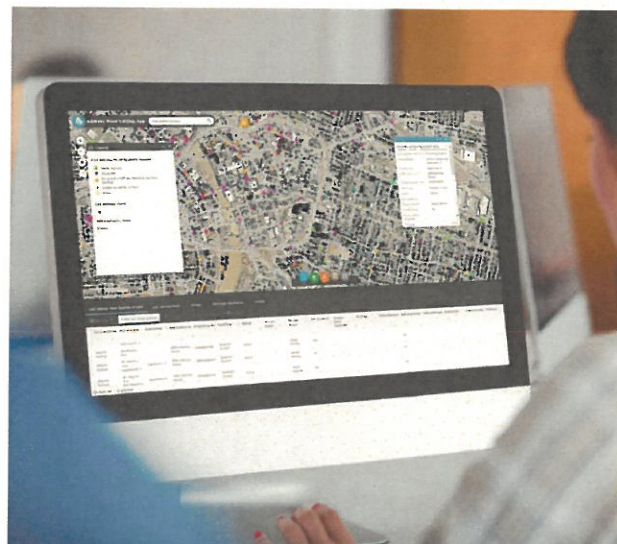
GIS Asset Management

Managing your assets and facilities accurately in real-time.

Geographic Information System (GIS) management services provide our clients with a comprehensive platform to map and manage their assets across departments, locations, facilities, and business units. Managing your assets and facilities using GIS technology will improve your organization's resource utilization and performance, reduce capital costs, reduce asset-related operating costs, extend asset life, and subsequently improve return on assets.

Our certified GIS professionals (GISPs) provide GIS start-up services to clients by offering GIS needs assessments and implementation planning. By walking our clients through the development, implementation and training process, we deliver a feature-rich GIS platform configured to meet their needs. We utilize state-of-the-art methods for data collection, data modeling, mapping, asset inventory, and condition assessment.

Our clients benefit from GIS by saving time and improving workflows and business processes while improving communication with customers and the community through intuitive and easy-to-use web maps and applications, story maps, public surveys and service request options.



- GIS Needs Assessments
- GIS Program Implementation Planning
- GPS/GNSS Data Collection
- Mobile Field Applications
- Storymaps
- Public & Secure Web-Based Mapping Portals
- Enterprise Architecture
- Service Request & Work Order Applications
- Land Base Mapping
- Utility Mapping
- Environmental Mapping
- Suitable Site Analysis
- Property Record Mapping
- Database Integration
- Document Management
- Web-Based Asset Management Applications
- GIS & GPS Training



Water/Wastewater Engineering

Providing communities with safe, consistent, water and wastewater distribution, collection, and treatment.

Water and wastewater management presents unique challenges from environmental, health and economic issues, to regulatory concerns. Our water management experts comprehend these complexities and apply their expertise in all areas of feasibility, design and master planning taking into consideration the value of water as a precious natural resource. Our qualified professionals develop creative and effective solutions for any water management project and are dedicated to ensuring that communities are provided with safe, consistent, water and wastewater distribution, collection, and treatment.

We employ the latest technological advances and regulatory updates that are essential for proper ongoing water management and paramount to the successful daily management, future growth, and overall wellbeing of our surrounding communities.



- Asset Management & Master Planning
- Capital Improvements & System Maintenance Planning
- Design of Public & Private Water and Wastewater Facilities
- Design of Pumping & Meter Facilities
- Design of Sewer Collection & Water Distribution Systems
- Inflow/Infiltration Studies
- Distribution System Modeling
- Regulatory Permitting & Compliance
- Construction Inspection & Administration
- Sludge Management & Disposal
- Hydrogeologic Investigations
- Grants & Funding Assessments
- User Rate Studies
- Environmental Assessments
- Subsurface Soil Investigations
- Structural Design



Engineering
& Design

November 25, 2024

JoAnn Mondsini, Executive Director
Rockaway Valley Regional Sewerage Authority
R.D. #1, 99 Greenbank Road
Boonton, NJ 07005-9602

Proposal for Professional Services
RVRSA Professional Services 2025
Colliers Engineering & Design Proposal No.: 24012395P

Dear Ms. Mondsini,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal to provide professional engineering services to Rockaway Valley Regional Sewerage Authority (RVRSA).

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Our GIS/GPS Services related to the VUEWorks Asset Management System, and various GIS/GPS tasks will be managed by Suzanne M. Zitzman, GISP.

Our tasks may include various Engineering Consulting Services as needed, with the ability to track specific assignments with corresponding budget. These professional tasks will be managed by Jordan Volk, P.E. within this contract may include but are not limited to:

- Various Professional Engineering (P.E.) services
- GIS data creation (mapping, database, imaging, data collection and document scanning)
- GIS existing data updates and revisions
- Asset Management maintenance and quality control of VUEWorks application

- Allotted Server space for Asset Management image and document linking
- Asset Management data integration
- VUEWorks software application enhancement training
- Staff training for GIS Services
- Staff support for GIS/GPS tasks
- Staff support for Engineering tasks
- GIS/GPS data field collection
- Field imaging
- Printing Services
- Meetings

GIS Program Annual Fees

- Annual Program Hosting Fee
- Annual VUEWorks Software Maintenance and Support Fee

Schedule of Fees

This contract fee is based on hourly charges not to exceed \$25,000. Assignments will be received from RVRSA where we will estimate cost to complete based on the rate schedule enclosed.

Task Name	Fee
Professional On-Call Services Not to Exceed	\$11,000.00
Annual VUEWorks Software Maintenance and Support	\$5,000.00
Annual Hosting Fee for GIS Program	\$9,000.00
Total: \$25,000.00	

Note: RVRSA has a continuing annual cost for the 2024 hosting fee of the GIS program on CED's server environment. That cost is \$9,000. The VUEWorks software maintenance and support fee of \$5,000 is an annual fee as well.

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, ("CED") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

CED will provide a description of the Services requested under this agreement in written form (the "Scope of Services" or "Proposal"). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as [Section II](#).

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED's provision of the Scope of Services to Client; (b) CED's fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED's provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED's Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

2.0 STANDARD OF CARE:

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CED will invoice client monthly. CED's invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client's receipt of an invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client's request or which are necessary for the completion of a Scope of Services.

CED shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

4.0 PAYMENT:

CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client ("Applications"). Before the withdrawal of any Application, CED will provide the Client with 14 days' written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED's reasonable attorneys' fees and costs.

5.0 RETAINER:

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED, and first applied to CED's final invoice for the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide access to the location where CED's Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being understood by the parties that in the normal course of CED's Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED's obligation.

Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

7.0 UTILITIES:

CED will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

10.0 AGREED REMEDY:

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.

The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquiror of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third-parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.0 DELAYS:

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, epidemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

14.0 INDEMNIFICATION:

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses

and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs, court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (I) any claims against CED arising from the acts, omissions or work of third-parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

15.0 GOVERNING LAW:

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

16.0 INVALID TERMS:

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

17.0 SURVIVAL:

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

18.0 ENTIRE AGREEMENT:

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

Project Scope Specific Terms and Conditions, as applicable.

19.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.

20.0 OPINIONS OF PROBABLE COST:

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

21.0 HAZARDOUS MATERIALS:

As for Services involving hazardous materials as defined in this Section, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a material or substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic or hazardous chemicals and substances, radioactive materials, liquids, gases, or any other harmful material, whether in the air, surface soil or subsurface soil, rock, water or groundwater, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

22.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information. CED's correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

23.0 EARTHWORK ANALYSIS:

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

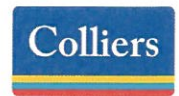
24.0 STORAGE OF CLIENT MATERIAL:

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

25.0 GENERAL CONSTRUCTION ADMINISTRATION:

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply:

CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203- 2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.



Engineering
& Design

**Rockaway Valley, Morris County, New Jersey Rates are effective
January 1, 2025 through December 31, 2025**

Technical Staff Rates

Billing Titles	Hourly Rates
Technical Director	200.00
Project Manager	195.00
Senior Project Specialist	185.00
Project Specialist	180.00
Technical Professional	175.00
Technical Specialist	170.00
Specialist	165.00
Senior Data Technician	155.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew – 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	320.00
LSRP (NJ Only)	275.00


Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.


Signature

1-21-25
Date

Joan Mondsin
Printed Name

Executive Director
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office **Payment terms are NET30 of receipt of invoice**. This proposal is valid until December 31, 2024.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)



Suzanne M. Zitzman, GISP
Principal / GIS Asset Management Services Discipline Leader

cc: James Priolo, P.E. Government Services Department Leader (via email)

<\\corp.collierseng.com\\Files\\Projects\\2023\\24012395P\\RV\\RSA 2025 Services Proposal\\Submission KM Draft.docx>



Jordan R. Volk, PE, PMP

Principal Associate | Regional Manager | Wastewater/Water

Mr. Volk has over 20 years of experience in the potable water and wastewater engineering fields, including project management, design, investigation, preparation of plans and specifications, permitting, and construction administration and observation for water and wastewater infrastructure. Specific projects have included water treatment plants, water pump stations, water distribution mains, water storage tanks, supply wells, and chemical feed stations.

Education

BS Mechanical Engineering,
Lehigh University, 2002

Professional Registrations

Professional Engineer (PE)
New Jersey, New York, North
Carolina, Texas, Connecticut,
Massachusetts, Florida

Project Management
Professional (PMP)

Affiliations & Memberships

New Jersey American Water
Works Association

New York Water Environment
Association

Software Skills

ArcGIS

AutoCAD

WaterGems

Mr. Volk also has experience in hydraulic modeling, site feasibility studies, water system valuations, strategic planning, and asset management practices. His wastewater experience includes the design of wastewater pumping stations, as well as new sanitary sewers and the rehabilitation of existing sanitary sewers. He also has experience in large scale stormwater resiliency and mitigation projects.

Key Projects

Wastewater Treatment Plant Evaluation and Capital Plan

Borough of Florham Park, Morris County, NJ

Preparation of a wastewater treatment plant upgrade evaluation, optimization and capital plan to account for future flow increases in the Borough.

235th Street Pump Station Reconstruction, New York City Department of Environmental Protection

Bronx Borough, New York City, NY

Project Manager for the planning and design of a 3.5 MGD combined sewer pump station with an estimated construction cost of \$20M.

Rebuild By Design - Living With the Bay, Governor's Office of Storm Recovery

Various Locations, Nassau County, NY

Project Manager for the design of four stormwater resiliency projects with an estimated construction cost of \$50M.

JFK Airport Floodgate Installation, Port Authority of New York and New Jersey

Queens Borough, New York City, NY

Project Manager for the planning and design of two separate projects with the goal of mitigating storm surge flooding at the airport with an estimated construction cost of over \$50M.



Suzanne M. Zitzman, GISP

Senior Principal | Discipline Leader
GIS Asset Management Services

Ms. Zitzman has over 31 years of extensive GIS/GPS project management, design, and mapping experience in the transportation, and civil engineering fields. She manages the firms GIS Asset Management Services Division. Her skills include various aspects of utilizing web-based geographic information systems involving utilities, land use, property assessment, environmental and transportation assets.

Education

A.A.S. Applied Science,
Brookdale Community
College, 1985

Professional Registrations

Geomatics Professional
Certificate, Rutgers University

Geographic Information
Systems Professional: GISP

Affiliations & Memberships

AWWA

MAC URISA

NJWEA

NCAUG

NYSAC

NJWA

Her experience includes GIS needs assessment and implementation planning for a variety of client types such as federal, county, and local government, private utility companies and rail. She has been a keynote speaker on GIS asset management technology applications at state level conferences and received a national recognition award for her achievements in implementing web-based GIS management and public communication portal programs for local government.

Ms. Zitzman previously held the private sector NJ State GIS Council seat providing GIS assistance in the startup of the states GIS program, NJGIN. Ms. Zitzman is a key member in the firm's Quality Control/Quality Assurance Committee, where development of company standard procedures and policies are designed and implemented.

Key Projects

State Agencies

North Carolina Department of Transportation (NCDOT) Atlas Program Sewer Service Area Dataset

Providing professional services to create a sanitary sewer service Esri geodatabase for over 600 utility systems statewide. Ms. Zitzman provided management and quality control for the services of a web based spread sheet to track interaction with utility owners, and catalog existing data acquired during the existing data compilation process.

Our GIS staff standardize the datasets and confirmed sanitary sewer service area outlines with collaboration with our Wastewater professional engineers and utility owners. The Atlas Program is a living depository of over 400 state level GIS datasets varying from land use, environmental constraints, and cadastral datasets.

New Jersey Water Association – NJWA <https://www.njwater.org/>

Ms. Zitzman developed and conducted state level credited courses, to provide educational opportunity, giving back to the NJ community we serve. The courses were offered and attended by the members of the NJWA that manage and own municipal and private water distribution systems throughout NJ. Approximately 8-10 courses were conducted throughout the state focusing on the use of GIS in the water industry, understanding how GIS can be used to manage the requirements of the Federal Clean Water Act, and the NJ WQAA Water Quality Accountability Act https://www.state.nj.us/dep/watersupply/g_reg-wqaa.html. Course overview of how GIS/GPS technology using Esri and Trimble solutions was provided to describe the implementation of eGIS programs for water distribution and water facility management.

County

County Stormwater System Program

Putnam County, NY

Professional GIS/GPS services to satisfy the Federal National Pollutant Discharge Elimination System (NPDES) and the NYSDEC State Pollutant Discharge Elimination System (SPDES) general permit. Ms. Zitzman managed her team of professionals that were tasked with GPS field collection of County-owned outfalls; recording suspected stormwater illicit connections; photographing structures that required maintenance; and inventorying characteristics of the outfalls and their discharge point.

The project deliverable will assist the County in reporting the status of illicit connection mitigation efforts; tracking the costs of potential improvements at the outfalls; reducing stormwater pollutant runoff; tracking outfall Operations and Maintenance (O&M) procedures; and managing outfall O&M historic records. By having this information mapped, Putnam County is now able to not only satisfy the mapping requirements of the permit, but will also be able to identify, track, and manage the process of correcting illicit connections that take place each year. The data mapped follows the standard NY County GIS stormwater data model and allows the County to efficiently manage and maintain its stormwater systems.

Utility Authorities

Brick Township Municipal Utilities Authority (BTMUA) Needs Assessment & Implementation Plan Water Distribution and Sanitary Sewer Collection System

Brick Township, Ocean County, NJ

Conducted GIS Needs Assessment for client who services 100,000 customers, managing a 16 million gallon a day water treatment plant, 700 miles of piping, 5 water storage tanks, with 27 sewage stations. Ms. Zitzman managed this project, where daily operations related to O&M procedures were reviewed for efficiency in servicing customer complaints, and scheduling of O&M services for both water distribution and sewer collection system.

A review of existing Esri ArcServer, ArcSDE, ArcCollector applications were evaluated for efficiency and use of technology relating to the management of Authority asset data (water and sewer). Existing use of a variety of software such as Sage, Edmunds, CMMS were reviewed with

recommendations on integration of such programs to an Authority-wide Enterprise Geographic Information System (eGIS) program, and in some case recommendations on abandoning programs that were categorized as inefficient where the eGIS program could enhance operations and efficiencies. The project continued with a full implementation of Esri web applications and Esri partnered Asset Management solutions, installed on the Authority's Esri ArcServer. System manages work order requests, facility asset inspections, condition and risk assessment of assets. The program has achieved high levels of O&M efficiency and enhanced customer service.

Municipal

Water Quality Accountability Act Mapping and Asset Management Plan

Englishtown Borough, Monmouth County, NJ

Ms. Zitzman provided management and quality control for this project. Approximately 60 hydrants and 150 valves make up the water distribution system within the Borough of Englishtown. At the completion of field verification and collection of new assets, data was placed into the Esri water distribution network data model. We configured the Borough's AGO Esri organizational account and created the water distribution Esri web map. The web map allows project stakeholders to manage the water distribution system over the internet while utilizing Collector for ArcGIS to view data and collect additional data in the field from their mobile devices. The water distribution web map includes fire hydrants, valves, and water mains. The web map was configured to include pop-up boxes that display attribute information about the system. We assisted the Borough with the configuration of two Apple iPads with Esri mobile applications: Survey123 for ArcGIS, Collector for ArcGIS and Explorer for ArcGIS.

Professional Editorials/ Keynote Speaking Engagements

2020 April/May NY Towns & Topics Magazine "Do You Really Know your Assets?" Article

2020 April Blog "Confused with FEMA COVID-19 Relief Applications"

2020 NYSAC Conference Keynote Speaker "Improving Data Collection through GIS"

iCIMS 2016 Panelist, "Women in Technology: Shaping the Workforce of Tomorrow"

POB Online Magazine Dec 2016 Transportation Management Benefits eGIS

11T Enterprise Magazine July 2016 Managing Transportation Assets with Enterprise GIS (eGIS)

Computer Skills

Adobe Photoshop

AutoCAD

Cartegraph

Civil 3d Autodesk

Esri ArcGIS for Desktop and ArcPro

Esri ArcServer and Portal

Esri ArcGIS Online

Esri Dashboard, Esri Survey123, Esri Collector for ArcGIS, Esri Workforce for ArcGIS

Microsoft Office

Microsoft Internet Information Services

SQL Server Management Studio

Trimble GeoSeries GPS Units and Trimble Pathfinder Office and Terrasync

VUEWorks and VUEWorks MobileVUE



Robert Kriskowski

Enterprise System Manager | GIS Asset Management Services

Education

M.A. Education and Human Services, Seton Hall University, 2013

B.S. History and Geography, Rutgers University, 2007

Mr. Kriskowski has over 13 years of experience as a GIS specialist with strong roots in managing GIS assets and Information Systems (IS) within the municipal environment. He has over five years of experience working in Information Technologies (IT), managing the publication of web services and websites, configuration of mobile applications integration, as well as deployment, configuration, and maintenance of Esri ArcGIS Server and all web related components necessary to run a full complement of web and mobile based applications. His expertise encompasses all GIS responsibilities including the creation, maintenance, and analysis of GIS data. This includes programs for tax maps, zoning maps, utility maps, street signage, streetlights, water distribution, wastewater collection, stormwater management, field collection of assets, asset inspections, environmental research and analysis, land records management and topographical data. He is well-versed in database management and servers associated with geographic information systems platforms.

Mr. Kriskowski has utilized Global Positioning Systems (GPS), field observations, data packages and municipal archives to locate, identify and record township utilities. He spearheaded the process of departmental integration of GIS data into department specific programs and has been instrumental in the deployment of Asset Management Programs for clients. In addition, he has served as an IS Administrator responsible for server maintenance, network connections, website design and troubleshooting, PC troubleshooting, PC construction, printer/copier troubleshooting, website design and troubleshooting, as well as other IT duties.

Key Projects

FAA William J. Hughes Technical Center GIS Mobile Application Asset Inspection, 20 Year Infrastructure Master Plan

Egg Harbor Township, Atlantic County, NJ

The WJHTC Center Operations Group (COG) provides design, construction, maintenance, and operation services for the campus facilities. Currently the FAA is managing the Facilities Master Plan (FMP) which is a compilation of several past building centric master planning efforts. The Infrastructure Master Plan is to incorporate external building infrastructure that has not been addressed in previous master planning efforts. Upon completion of this task order, the FAA will incorporate the recommended projects into the FMP project list to prioritize, budget and schedule a comprehensive yearly capital improvement program related to operations and maintenance of infrastructure projects.

The Phase One project scope was to evaluate and assess the existing utilities infrastructure on the FAA 5,060-acre campus utilizing their GIS data. Site infrastructure utility evaluations included electrical, civil/site, stormwater, water, wastewater, and telecommunications. The Colliers Engineering & Design team utilized mobile and web-based GIS mapping applications to define its scope of work by discipline for field inspections utilizing iPad tablets, GIS software, Survey123 for ArcGIS, Collector for ArcGIS and Workforce for ArcGIS technology. Upon completion of the field inspections, Phase Two of the project is the development of recommended projects for the 20-Year Infrastructure Master Plan. The data collected includes condition assessment, importance factor, maintenance rating, potential future replacement and recommended improvements. The types of recommended projects include conducting studies/assessments, upgrades and/or replacement of utilities infrastructure including electrical, civil/site, stormwater, water, wastewater, and telecommunications along with the project cost estimates, escalation, contingencies and estimated engineering fees associated with each project. Services include project management, GIS, electrical, water/wastewater, civil/site and stormwater, telecommunications and security engineering, construction cost estimating and scheduling.

Customer Database Integration to eGIS Program - Township of Middletown Sewerage Authority

Middletown Township, Monmouth County, NJ

Updated and edited parcel data to connect with sanitary sewer customer accounts from the Authority's Edmunds Customer Database. Worked with The Authority to resolve issues with outdated and erroneous accounts to create connectivity of over 23,000 accounts with their corresponding locations at a rate of 99.8% connectivity. Published the database to the Authority's eGIS program to provide staff with access to account data which is displayed via address, account number, block or lot when staff are handling customer service requests.

GIS Mapping and GPS Field Location - Street Lights/ Fire Hydrants/ Street Signs

Tenafly Borough, Bergen County, NJ

Our team was tasked with locating streetlight, fire hydrant, and street sign assets within the Borough of Tenafly. Mr. Kriskowski used a configuration of Collector for ArcGIS and Survey123 for ArcGIS to perform asset locating and field inspections of the assets in question. Attributes, condition assessments, and photographs were captured in the field and updated in real-time to a GIS database, eliminating data entry in the office and the risk of losing inspection records.

eGIS Program Implementation, Plainfield City Municipal Utilities Authority

City of Plainfield, Union County, NJ

Assisted Esri technicians with the deployment of an eGIS Program for the City of Plainfield MUA. Configured and deployed the eGIS Program for work order, fleet management, and service requests. Integrated Edmunds Customer Account database to the parcel base for inquiry and reporting during customer location inquiries.

Hardware Inventory Inspections, New York City Department of Design and Construction

New York City, NY

Worked with Colliers Engineering & Design's Survey Department to modify process of field inspections of NYCDDC Hardware Inventory. Utilizing a configuration of Collector for ArcGIS and Survey123 for ArcGIS, Mr. Kriskowski developed a web service which incorporated known attribute information as well as data management attributes into a service available to the field inspection crew. When inspection was to occur, field crew members would add or click on an existing point launching an inspection form relevant to the specific assets being inspected. Relevant attribute information pre-populated the form to limit manual input of data and ensure proper input of attribute information. Inspection forms, including attributes, condition values and photographs, were updated in real-time to a GIS database to ensure data would not be lost. Once field collection was completed, Mr. Kriskowski created 14 formatted report templates matching submission requirements for NYCDDC submittals. Inspection forms were exported into the templates, reducing the time required for post-inspection office components of the project.

Computer Skills

Adobe Photoshop

AutoCAD

Bentley WaterGEMS

Cartegraph

Civil 3d Autodesk

Eos Gold GPS

ERDAS Imagine

Esri ArcGIS for Desktop and ArcPro

Esri ArcServer and Portal

Esri ArcGIS Online

Esri Dashboard, Esri Survey123, Esri Collector for ArcGIS, Esri Workforce for ArcGIS

Esri Web AppBuilder for ArcGIS

IDRISI Andes

Microsoft Office

Microsoft Internet Information Services

Python Scripting

SAS

SQL Server Management Studio

Trimble GeoSeries GPS Units and Trimble Pathfinder Office and Terrasync

VUEWorks and VUEWorks MobileVUE

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

Colliers Engineering &

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Design, 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, 2025 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
The Colliers Group, Inc.	666 Fifth Avenue, NY, NY 10103

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: Colliers Engineering & Design, Inc.

Signature of Affiant: Tereza Mirkovic

Title: Regulatory Affairs Specialist

Printed Name of Affiant: Tereza Mirkovic

Date: November 19, 2024

Subscribed and sworn before me this 19th day of
November, 2024

My Commission Expires:

MICHELLE L. BRENNAN

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires December 17, 2025

Tereza Mirkovic

(Witnessed or attested by)

Tereza Mirkovic, Regulatory Affairs Specialist

(Seal)



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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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

**Town of Boonton**

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

Jim Lynch, Mayor – Term expires 12/31/27  
Daniel Balan – Term expires 12/31/24  
Marie DeVenezia – Term expires 12/31/24  
Benjamin Weisman – Term expires 12/31/24  
Cyril Wekilsky – Term expires 12/31/24  
Jacob W. Hettrich – Term expires 12/31/25  
John Meehan – Term expires 12/31/25  
Robert J. Murray - Term expires 12/31/25  
Alexis Minson - Term expires 12/31/25

**Newly Elected**

**Township of Boonton**

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

Brian Honan, Mayor - Term expires 12/31/24  
Thomas Donadio – Term expires 12/31/26  
Brian Honan – Term expires 12/31/26  
Thomas Sanfilippo, Jr. – Term expires 12/31/24  
Paul Allieri – Term expires – 12/31/25  
William Klingener – Term expires 12/31/25

**Newly Elected**

**Township of Denville**

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

Thomas W. Andes, Mayor- Term expires 12/31/27  
Gary Borowiec – Term expires 12/31/25.  
Glenn R. Buie – Term expires 12/31/25.  
Christopher P. Golinski – Term expires 12/31/25.  
Christina Kovacs – Term expires 12/31/25  
Angela-Maria Cote - Term expires 12/31/27  
Louis Maffei - Term expires 12/31/27  
Robert Simpson - Term expires 12/31/27

**Newly Elected**



**Town of Dover**

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

James P. Dodd, Mayor Elect – Term expires 12/31/27  
Geovani Estacio - Term expires 12/31/24  
Karol Ruiz - Term expires 12/31/24  
Marcos Tapia – Term expires 12/31/24  
Sandra Milena Wittner - Term expires 12/31/24  
Sergio Rodriguez - Term expires 12/31/25  
Arturo Santana - Term expires 12/31/25  
Michael Scarneo - Term expires 12/31/25  
Claudia P. Toro – Term expires 12/31/25

**Newly Elected**

**Township of Randolph**

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

Christine Carey, Mayor – Term expires 12/31/24  
Joseph Hathaway, Deputy Mayor - Term expires 12/31/24  
Christine Carey – Term expires 12/31/24  
Joanne Veech - Term expires 12/31/24  
Helene Elbaum - Term expires 12/31/26  
Mark Forstenhausler - Term expires 12/31/26  
Lou Nisivoccia – Term expires 12/31/26  
Marie Potter - Term expires 12/31/26 (Resigned 2024)  
Denise Thornton - Term expires 12/31/26

**Newly Elected**

**Borough of Rockaway**

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

Thomas Mulligan, Mayor - Term expires 12/31/27  
Thomas J. Haynes, III - Term expires 12/31/24  
James R. Hurley - Term expires 12/31/24  
Thomas Slockbower - Term expires 12/31/25  
Robert Smith -Term expires 12/31/25  
Melissa Burnside - Term expires 12/31/26  
Patrick McDonald Term expires 12/31/26

**Newly Elected**

### **Township of Rockaway**

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

Joseph Jackson, Mayor – Term expires 12/31/27  
Douglas Brookes - Term expires 12/31/25  
Rachel Brookes - Term expires 12/31/25  
Emanuel Friedlander - Term expires 12/31/25  
Mary Noon - Term expires 12/31/25  
John J. Quinn - Term expires 12/31/25  
Jonathan Sackett- Term expires 12/31/25  
Howard Kritz – Term expires 12/31/27  
Adam Salberg – Term expires 12/31/27  
Pawel Wojtowicz – Term expires 12/31/27

#### **Newly Elected**

### **Borough of Victory Gardens**

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

David Holeman, Jr., Mayor – Term expires 12/31/24  
Ondria Garcia-Montes – Term expires 12/31/24  
Kendyll Hedgepath - Term expires 12/31/24  
Vera Cheatham – Term expires 12/31/25  
James Glass – Term expires 12/31/25  
Stuart Hale - Term expires 12/31/26  
Ismael Lorenzo, Sr. – Term expires 12/31/26

#### **Newly Elected**

### **Borough of Wharton**

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

William J. Chegwiddden, Mayor – Term expires 12/31/26  
Nicole Wickenheisser – Term expires 12/31/24  
Thomas Yeager – Term expires 12/31/24  
Robert Norton – Term expires 12/31/25  
Paola Vasquez – Term expires 12/31/25  
Vincent Binkoski - Term expires 12/31/26  
Ana Jones – Term expires 12/31/26

#### **Newly Elected**



**City of Jersey City**

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

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