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

ELECSYS ENGINEERING GROUP, PLLC. with offices at 200 Summit Lake Drive, Suite 260, Valhalla, New York, 10595 (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, RVRSA desires to retain ENGINEER to provide general electrical 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 <u>January 1, 2025 through December 31, 2025</u>. The RVRSA and/or the ENGINEER agree to the following:

<u>SECTION 1 – SCOPE OF SERVICE</u>

(a) ENGINEER shall provide General Electrical 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 Proposal No. 23-A106 for "General Electrical Engineering Services" and "Rate Schedule", (hereinafter "Proposal"), dated November 21, 2023, attached hereto and made a part hereof.

<u>SECTION 3 - PAYMENTS TO ENGINEER</u>

- (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 \$15,000.00.
- (b) ENGINEER shall submit statements for General Electrical 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:

ELECSYS Engineering Group, PLLC.

Delmira Gonzalez,

Бу

Eldo James, P.E. Managing Partner

ATTEST:

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

Janice Fox Asst Secretary

By:

JoAnn Mondsini, Executive Director



ELECSYS Engineering Group, PLLC 200 Summit Lake Drive, Suite 260 Valhalla, NY 10595

Phone: 914-329-8993

Email: info@elecsysgroup.com

www.elecsysgroup.com

November 14, 2024

Proposal #24-A073

Rockaway Valley Regional Sewerage Authority (RVRSA) RD#1, 99 Greenbank Road

Boonton, NJ 07005-9602

Attn: Robert Bocchino, P.E.

Manager of Engineering

Email: rbocchino@rvrsa.org

Re: RVRSA 2025 Professional Engineering Services

Dear Mr. Bocchino,

We are pleased to submit our proposal for the following work to be performed:

- RVRSA 2025 Professional Engineering Services:
 - o Annual Engineering Consulting Services

The costs to perform the above-mentioned work will be billed on an hourly basis for time spent and shall not exceed \$15,000.00 without prior authorization from RVRSA.

Requested services under this contract shall be provided after an executed agreement is returned to me via mail, or email at ejames@elecsysgroup.com.

Thank you for allowing ELECSYS to provide a proposal for this project. If you have any questions, please feel free to contact me.

Sincerely,

Eldo James, P.E. Managing Partner



ELECSYS Engineering Group, PLLC 200 Summit Lake Drive, Suite 260 Valhalla, NY 10595 (914) 329-8993 info@elecsysgroup.com

Company Rate Schedule

The following includes the current pay rate schedule being used by ELECSYS Engineering Group, PLLC:

Title	Burdened Rate
	\$/Hour
Principal	\$215
Senior Engineering Manager	\$205
Engineering Manager	\$180
Engineer IV	\$158
Engineer III	\$116
Engineer II	\$90
Engineer I	\$74

Note: The burdened rates shown above include all company overhead and profit costs.

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

My Commission expires: 03/17/2026

	d will not make a bar the award of te committee, joi	ny reportable f this contrac nt candidates	e contributions pursuant to N.J.S.A. 19:44A-1 et t in the one year period preceding January 1, committee; or political party committee
SEE ATTACHED LIST			
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Part II – Ownership Disclosure Certify I certify that the list below contains the and outstanding stock of the undersigned.		ne addresses	of all owners holding 10% or more of the issued
Check the box that represents the type	of business en	tity:	
Partnership Corporation	Sole Prop	orietorship	Subchapter S Corporation
Limited Partnership X Limited Lia	bility Corporation	on \square	Limited Liability Partnership
Name of Stock or Shareholder			Home Address
T11 I			
Eldo James	195 Evan Dri	ve, Ossining	, NY 10562
Pavan Pulijaal			, NY 10562 Apt 1U, Forest Hills, NY 111375
Pavan Pulijaal Part 3 – Signature and Attestation:	ave misrepreser for any penalty gineering Grou	nted in whol permitted up, PLLC	Apt 1U, Forest Hills, NY 111375 e or part this affirmation and certification, I

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BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

- p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.
- q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.
- r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

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

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

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

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 12/31/26

Marie DeVenezia – Term expires 12/31/26

Benjamin Weisman - Term expires 12/31/26

Cyril Wekilsky - Term expires 12/31/26

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

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 12/31/27

Paul Allieri - Term expires - 12/31/25

William Klingener - Term expires 12/31/25

Township of Denville

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

Thomas W. Andes, Mayor- Term expires 12/31/27

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

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 12/31/26

Marcos Tapia - Term expires 12/31/26

Sandra Milena Wittner - Term expires 12/31/26

Veronica Velez - Term expires 12/31/26

Sergio Rodiguez - 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

Township of Randolph

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

Joseph Hathaway - Term expires 12/31/28

Christine Carey – Term expires 12/31/28

Joanne Veech - Term expires 12/31/28

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

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 12/31/27

James R. Hurley - Term expires 12/31/27

Andrew Agliata - Term expires 12/31/25

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

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

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 12/31/28
Ondria Garcia-Montes – Term expires 12/31/27
Kendyll Hedgepath - Term expires 12/31/27
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

Borough of Wharton

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

William J. Chegwidden, Mayor - Term expires 12/31/26

Nicole Wickenheisser – Term expires 12/31/27

Thomas Yeager - Term expires 12/31/27

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

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