

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__, by and between the RAHWAY VALLEY SEWERAGE AUTHORITY, UNION AND MIDDLESEX COUNTIES, State of New Jersey, with its principal office at 1050 East Hazelwood Avenue, Rahway, New Jersey, hereinafter referred to as the "Authority" and/or "RVSA"; and _____, with its principal office at _____, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Authority is permitted to enter into contracts for professional services without public bidding; and

WHEREAS, the Authority has determined to enter into a contract with a Contractor to provide _____ services, Contract # _____, as more described in the attached Resolution # _____ ("Agreement").

NOW, THEREFORE, in consideration of One (\$1.00) Dollar to each of the parties in hand paid, receipt of which is hereby acknowledged and, in further consideration of the premises and mutual promises herein contained, the parties agree as follows:

I. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement.

1. The Agreement including but not limited:
 - a) Non-Disclosure Statement
 - b) Acknowledgement of Corporate Contractor
 - c) Affirmative Action Questionnaire and documentation of compliance;
2. Resolution of Authority # _____;
3. Any other documents attached hereto or requested; and
4. Request For Proposal, if applicable.

II. CONTRACT TIME

Delivery under this Agreement shall be commenced upon written or oral notice to proceed and shall be completed as described in the Contract Documents (Saturday, Sundays, and legal holidays included). All time requirements in this Agreement and the Contract Documents shall be deemed essential terms of this Agreement.

III. SCOPE OF WORK

The scope of work is as described in the Request For Proposal, the Contractor's proposal received _____, copy attached; and as stated in this contract. Contractor shall perform work according to the standard of care followed in the industry, that is, in a manner provided by similar contractors in like circumstances.

IV. PRICES FOR WORK

Contractor shall be paid an amount of _____ as further outlined in the RFP, proposal and resolution, for work performed by Contractor.

V. CONTRACT DOCUMENTS

The Contract Documents comprise the documents listed in Article I of this Agreement, entitled "PARTS OF CONTRACT". In the event that any provisions of one document conflict with the provisions of another document, the provision in the document first listed as follows shall govern, except as otherwise specifically stated:

1. Agreement including but not limited:
 - a) Non-Disclosure Statement
 - b) Acknowledgement of Corporate Contractor
 - c) Affirmative Action Questionnaire and documentation of compliance;
2. Resolution of Authority #_____;
3. Any other documents attached hereto or requested; and
4. Request For Proposal, if applicable.

VI. WAIVERS

Neither (a) inspection by the Authority, any of its agents, (b) any orders, measurements, or certificates issued by the Authority or its agents, (c) any order by the Authority for the payment of money, (d) payment for, acceptance of, the whole or any part of the work performed for the Authority, or (e) any extension of time, shall operate as (i) a waiver of any provisions of this Agreement, (ii) of any power herein reserved to the Authority, and/or (iii) any right to damages herein provided, nor shall any waiver of any breach of this Agreement be deemed to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the Authority shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

VII. RESPONSIBILITY OF THE AUTHORITY

The Authority or its authorized agents or employees shall decide any and all questions which may arise as to the quality and acceptability of the work performed,

interpretation of specifications, and all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor.

VIII. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Authority and the Contractor and (its) successors, assigns, and legal representatives. Neither the Authority nor Contractor shall have the right to assign, transfer, or sublet his (its) interests or obligations hereunder without prior written consent of the other party.

IX. PAYMENT

Contractor shall submit his (its) requisitions pursuant to the Contract Documents, along with a signed Authority Voucher (a copy of which can be downloaded from the Authority's website) in proper form to the Authority and payment thereof shall be conditioned upon Contractor complying with all the terms and conditions of the Contract Documents.

The Authority has adopted Billing Guidelines (a copy of which is attached) to be adhered to by all Professional Consultants.

The Authority reserves the right to review all invoices for work performed by the Contractor, and will reduce the amount to be paid to the Contractor if the charges are determined to be excessive, unnecessary or unreasonable in light of the scope of the work approved by the Authority.

The Contractor is responsible for advising the Authority at such time that the Contractor reaches 80% of the approved contract amount. The Contractor is also responsible for advising the Authority at that time if the Contractor anticipates exceeding the approved amount, and if so, by how much; and the reason for same. It is understood that the Authority's Board must pre-approve any additional money and/or work related to this Agreement before the work is performed.

X. AFFIRMATIVE ACTION

Contractor shall comply in all respects with all bidding/request for proposal documents and will further comply with all requirements of N.J.S.A. 10:5-31 et seq. (See Affirmative Action Questionnaire).

Procurement, Professional and Service Contracts

During the performance of this Agreement, the Contractor agrees as follow:

A. 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.

B. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all 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.

C. 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.

D. 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.

E. 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.

F. 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, nation-al 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.

G. 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.

H. 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.

I. The contractor shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- a) Letter of Federal Affirmative Action Plan Approval;
- b) Certificate of Employee Information Report; and
- c) Employee Information Report Form AA-302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program, as may be requested by the office from time to time, in order to carry out the purposes of these regulations. Public agencies shall furnish such information, as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program, for conducting a compliance investigation pursuant to Sub-chapter 10 of the Administrative Code at N.J.A.C. 17:27.

Compliance With The Americans With Disabilities Act Of 1990

The Contractor and the Authority agree that the provisions of Title II of the Americans With Disabilities Act of 1990, (42 U.S.C. 12101 et seq.) (hereinafter referred to in this section as the “Act”), 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 a part of this Contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with said Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, commissioners, officers, representatives, consultants and employees from and against any and all suits, claims, losses, demands, or damages, of

whatever kind or nature arising out of, or claimed to arise out of, the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services, and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the Contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this section.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, officers, representatives, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

XI. INDEMNIFICATION

To the fullest extent permitted by law, you hereby agree to protect, defend, indemnify and hold the Authority, its affiliates and related corporate entities and any of their respective Officers, Directors, Employees and Agents, now and in the future, free and harmless from and against any and all claims, demands, causes of actions, suits or other litigation, including

without limitation all costs thereof and reasonable attorney's fees of every kind and character, whether asserted by you or any other person on account of bodily or personal injury, death, damage to or loss of property, including the loss or use thereof (herein collectively referred to as "loss"), in any way occurring, incident to, arising out of, or in connection with, your work for the Authority. The Contractor's obligation to indemnify the Authority shall apply even if the loss is occasioned and/or caused by the Authority's own negligence or fault; however it shall not apply to losses which were caused by the sole negligence or sole fault of the Authority. Should any court be called upon to interpret this paragraph regarding indemnification of the Authority, it is specifically stated to be the intention of the parties hereto to have these terms interpreted in the broadest legal permissible fashion in favor of the Authority, and in such a way as to provide the Authority with the greatest possible protection, without any limitation to the obligations set forth herein; however recognizing that Contractor has no obligation if there is a determination by the trier of fact (judge, jury or arbitrator(s)) that the negligence or fault is solely that of the Authority. As clearly stated above, this indemnity shall extend to and include, but shall not be limited to, matters to which the Authority and the Contractor may each be alleged to be or found, jointly, severally or concurrently liable for negligence or other fault or liability arising from the same incident, accident or state of facts, but excluding the sole negligence or sole fault of the Authority.

XII. MEDIATION

All disputes between the parties to this Agreement that cannot be amicably resolved shall proceed to mediation under the Mediation Rules of the American Arbitration Association. Each party to any mediation procedure shall be responsible for all of its own costs and shall share the cost of the mediation equally. The failure of any mediation procedure that takes place under this Agreement shall allow the parties to pursue any remedy that may exist at law and/or in equity.

XIII. INSURANCE

Contractor shall provide general liability insurance with limits of Two Million (\$2,000,000.00) Dollars per occurrence and Professional Liability Coverage with limits of a minimum of Five Million (\$5,000,000.00) Dollars per occurrence for each policy. As it relates to the General Liability insurance, RVSA shall be named as an additional insured and non-contributory with RVSA's insurance. A certificate evidencing both general liability and professional liability coverage shall be submitted to the Authority prior to the Contractor commencing its work, along with an endorsement issued by the insurance company(ies) evidencing such coverage and additional insurance status.

XIV. WRITTEN NOTICE

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. First Class Mail, addressed as set forth above, except where the Authority determines that personal service is permissible and agrees to permit a limited waiver of this requirement.

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and no amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Article and this shall be deemed an essential term of the Agreement.

XVI. TERMINATION

This Agreement shall be for a period of one (1) year or as otherwise outlined in the attached Resolution; however, either party has the right to terminate this Agreement notwithstanding anything otherwise contained herein upon thirty (30) days' written notice to the other party.

XVII. BUSINESS REGISTRATION & OTHER REQUIRED DOCUMENTS

In conformance with P.L. 2004, c.57, every contractor is required to provide to the contracting agency, proof that they are a registered contractor with the State of New Jersey by supplying a copy of their State of New Jersey Business Registration Certificate. Also required to be provided are their Federal Affirmative Action Plan or New Jersey Certificate of Approval for Affirmative Action, their Political Contributions Statement, and their Stockholder Disclosure Certification. These documents may have been provided with a response to an RFQ or RFP and if so, are already attached herein.

XVIII. VALIDITY

If any term or condition of this Agreement or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey and/or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

ATTEST:

RAHWAY VALLEY SEWERAGE AUTHORITY

(Sign & Seal)

BY: _____
(Signature)

ATTEST OR WITNESS:

COMPANY NAME

(Sign & Seal)

BY: _____
(Signature)

(Print Name)

(Title)

- w/Attachments: Non-Disclosure Agreement
- Acknowledgement Of Corporate Contractor
- Affirmative Action Questionnaire
- Contractor's Check List
- Billing Guidelines

RAHWAY VALLEY SEWERAGE AUTHORITY

NON-DISCLOSURE AGREEMENT

The Rahway Valley Sewerage Authority (Authority) does not have full or part time Professional Consultants on its staff. Thus, it has a need to hire said Professional as outlined in this Agreement, which will designate a specific professional to represent the Authority, on a consulting basis.

The "Individual" (and or "Firm") selected by the Authority and any persons working in or for his/her office, shall not disclose any information that is not considered "public information" regarding the Authority's business or affairs including, but not limited to, contracts, negotiations, meetings, litigation, minutes, etc. to anyone other than those persons or organizations previously approved in writing by the Authority. Regarding requests for "public information," the individual (and or "Firm") shall use its discretion as to whether or not it wishes to take the time to reply. The amount of time to reply should not exceed the point wherein the Authority will be charged the time it takes to reply. To avoid this, it will generally be best to refer the inquiries to the Authority.

If this agreement involves hiring of an attorney, the attorney (and or "Firm") shall be subject to the Rules of Professional Responsibility as adopted by the New Jersey Supreme Court.

The individual and or any person working in or for the office selected to represent the Authority shall work for the Authority on a consultant/client basis. If the individual or any person working in or for his/her office violates this Agreement, the Board of Commissioners of the Authority shall decide what action it wishes to take after appropriate deliberations.

AGREED TO BY: _____
Name of "Individual" Date

AGREED TO BY: _____
Name of "Firm" Date

Sworn to and subscribed
before me this _____ day (Corporate Seal)
of _____, 20_____.

Sign and Seal

Notary Public of the State of (Notary Seal)

_____, 20_____
My Commissioner Expires

ACKNOWLEDGEMENT OF CORPORATE CONTRACTOR

STATE OF _____:

COUNTY OF _____:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a notary public of, personally appeared _____ who, being by me duly sworn on his / her oath, deposes and makes proof to my satisfaction that he / she is the Secretary of _____, the Corporation named in the within Instrument, that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his / her name thereto as attesting witness.

(Signature)

Sworn to and subscribed
before me this _____ day
of _____, 20_____.

(Corporate Seal)

Sign and Seal

(Notary Seal)

Notary Public of the State of

_____, 20____
My Commissioner Expires

ACKNOWLEDGEMENT OF PARTNERSHIP

STATE OF _____:
COUNTY OF _____:

BE IT REMEMBERED that on this _____ day of _____, 20____ before me, the subscriber, a notary public, personally appeared _____, who being by me duly sworn on his/her oath, deposed and makes proof to my satisfaction that he/she is a partner in the firm _____, the Partnership named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by the partners of said Partnership; and said Instrument was signed by said Partner as and for the voluntary act and deed of said Partnership.

Partner

Sworn to and subscribed
before me this _____ day
of _____, 20_____.

(Corporate Seal)

Sign and Seal

(Notary Seal)

Notary Public of the State of

_____, 20_____
My Commissioner Expires

CONTRACTOR'S CHECKLIST

_____ SIGNED, SEALED, ATTESTED CONTRACT

_____ SIGNED, SEALED, NOTARIZED NON-
DISCLOSURE AGREEMENT

_____ SIGNED, NOTARIZED ACKNOWLEDGEMENT OF
CONTRACTOR

* The following documents were submitted with the proposal and are incorporated into this contract. If any document needs to be updated (i.e. Insurance coverage), please include updated forms with signed contract.

_____ BUSINESS REGISTRATION CERTIFICATE *

_____ SIGNED, AFFIRMATIVE ACTION FORM *

_____ LIST OF REPORTABLE POLITICAL
CONTRIBUTIONS *

_____ DISCLOSURE OF OWNERSHIP *

_____ CERTIFICATES OF INSURANCE *

_____ IRAN LAW DISCLOSURE *

_____ CONTRACTORS CHECK LIST

COMPANY NAME

BY: _____
(Signature)

(Print Name)

(Title)

(Date)

RAHWAY VALLEY SEWERAGE AUTHORITY

BILLING GUIDELINES FOR EXPERTS AND CONSULTANTS

A. BILLING PROCEDURE

1. Frequency of Billing - Bills should be submitted monthly with the appropriate purchase order.
2. Billing Format
 - a. Heading - The first page of the bill must state the caption of the matter;
 - b. Body - The bill must be prepared with entries showing: (a) the date the work was performed; (b) the initials of the person providing the service; (c) a description of the work performed (single activities); and (d) the actual time in tenths of an hour.
 - c. End of Bill Summary - The bill must include: (a) the full name of each billing party; (b) the level of each timekeeper (i.e., partner, draftsman, etc.); (c) the hourly rate of each timekeeper; and (d) the total hours and total amount charged for each timekeeper during the billing period. In addition, and this may be contained on a separate piece of paper attached to the bill, provide a total that has been billed for the matter through the date of that invoice.

B. BUDGET

1. At the commencement of any matter, the expert or consultant shall prepare an initial plan which shall set out the nature of the matter, the strategy envisioned and an estimated timeline for which services should be performed. The plan shall be updated at least every six (6) months.
2. The expert or consultant shall submit with its initial plan, a budget which is proposed for the first year of the matter. The budget shall be updated annually.
3. In the case of an expert, the General Counsel and Outside Counsel shall review both the initial plan and subsequent plans, as well as the proposed budget, and shall provide comments, revisions and/or approvals as the case may be. In the case of a consultant, the Executive Director or his designee shall review both the initial plan and subsequent plans, as well as the proposed budget, and shall provide comments, revisions and/or approvals as the case may be.

C. CHARGES FOR SERVICE

1. Time Charges - All charges for services must be recorded daily based upon their actual time in one-tenth or one quarter hour increments.

2. Single Entry Timekeeping - The time for each activity should be separately stated. Grouping multiple activities under a single time charge greater than one-tenth or one quarter (whichever form is used for entire billing) of an hour (“block billing”) is not acceptable absent authorization from the General Counsel or the Executive Director for consultants.
3. Information Descriptions of Services - Descriptions of services should inform of the nature, purpose or subject of the work performed and the specific activity or project to which it relates. The expert or consultant shall be cautious when describing services so as not to disclose confidential information or information of an attorney/client privilege. The expert shall provide copies of any correspondence for which payment is being sought either when the correspondence is transmitted or when the invoice is transmitted.
4. In-Firm Conferences - Where one expert or consultant consults with another expert or consultant in the same firm to obtain specific advice or counsel on substantive or procedural aspects that result in a more effective representation, the expert or consultant will be paid for said reasonable and necessary conference time, provided that sufficient detail of the subject of the communication is set forth to demonstrate its relevance and value.
5. Multiple Attendances – The expert should obtain approval of the Outside Counsel or General Counsel when it is anticipated that more than one expert’s attendance is necessary at trial, meetings, depositions, witness interviews, inspections and other functions. The consultant should obtain approval of the Executive Director or his designee when it is anticipated that more than one consultant’s attendance is necessary at meetings, inspections and other functions.
6. Bill Review - General Counsel or the Executive Director reserves the right to review all charges for services and disbursements. The expert or consultant shall comply with all reasonable requests for information and documents by RVSA. RVSA fully reserves all rights to decline to pay or to seek reductions and/or refunds with respect to charges that fail to comply with the requirements set forth herein, and which are not fully explained or documented by the firm after reasonable inquiry. The expert or consultant shall not bill for answering any billing related questions.

D. DISBURSEMENTS

1. Internal Expenses - RVSA will reimburse the following expense charges:
 - a. Photocopying at 10 cents per page - The per-page photocopy rate, the date copies were made and the number of copies should be noted on the bill.
 - b. Actual long distance telephone charges - Bills should indicate that telephone charges are long distance (v. local) to qualify for payment. Local calls shall constitute calls within New Jersey.

- c. Actual long distance telephone charges associated with outgoing facsimiles. The RVSA will not reimburse any per-page charges for outgoing or incoming facsimiles.
2. External Expenses - Charges for services by outside vendors will be reimbursed at their actual cost. Disbursements should be itemized on the firm's statement with the following information, unless back-up documentation is provided: (a) the name of the vendor; (b) the date incurred; and (c) a specific description of the expense. Where back-up documentation is provided, the firm statement need only set forth a description of the expense and amount incurred.
 - a. Mileage is not reimbursable. Parking is reimbursable.
 - b. Messenger delivery and air freight/courier (e.g., Federal Express, Airborne Express, UPS, etc.) expenses only if incurred due to circumstances outside the law firm's control.
 - c. Expenses incurred for the production of litigation exhibits by an expert. The expert should obtain approval from General Counsel in advance of the need for and anticipated costs of such exhibits in excess of \$50.00.
 - d. Expenses for services provided by contractors or other non-employees of the firm – the expert or consultant should obtain the approval of the General Counsel or Executive Director in advance of the need for and anticipated costs of such contract personnel.
3. Travel Expenses – The expert or consultant should consult with the General Counsel or Executive Director prior to incurring travel expenses outside the State of New Jersey. All expenditures of \$25 or more must be supported with receipts attached to the firm's statement.
4. Secretarial and Clerical Activities - Secretarial and clerical work shall not be billed. As examples and not as a complete list, secretarial and clerical work includes receipt and distribution of mail, new file set-up, maintenance of calendars, transcribing, copying, posting, faxing, e-mailing, inserting documents into and retrieving documents from the file, maintaining order in the file, stamping documents, tabbing sub files and assembling materials.
5. Documentation for internal and external expenses –
 - a. All bills for expenses must have available documentation for review upon our request.
 - b. Single expenses of \$100.00 or more must be accompanied by supporting documentation.
 - c. All invoices must contain a detailed itemization by category, cost item and date.

E. ADMINISTRATIVE EXPENSES AND OVERHEAD

1. RVSA does not consider the following expenses reasonable or appropriate and will not reimburse or pay counsel for them. The following are intended to be illustrative and not comprehensive.
 - a. Administrative
 - i. Preparation of invoices or responses to billing inquiries.
 - ii. Time spend reviewing or analyzing the firm's conflict issues, opening or closing the file or other administrative activities.
 - iii. Clerical work.
 - iv. Charges directly related to the departure of a staff member and/or the education of a new expert or staff member.
 - b. Overhead
 - i. Software or systems.
 - ii. Continuing education for any personnel.
 - iii. Office overhead, including: rent, conference rooms, equipment rental, utilities, computer equipment, software, books, publications, seminars, office supplies, routine postage, refreshments during meetings, local telephone charges and fax usage charges.
 - iv. Staff overtime charges.
 - v. Cell phone charges.