



Borough of River Edge

Mayor and Council
Agenda May 13, 2019

Work Session Meeting

Borough Hall
705 Kinderkamack Road

6:30 P.M.

-
1. Call to Order –
 2. Silent Prayer – Flag Salute
 3. Statement of Compliance with Open Public Meeting Act: This meeting complies with the Open Public Meeting Act by notification on December 21st of this location, date and time to the Ridgewood News and the Record and by posting of same on the municipal bulletin board and Borough Web Site and filing a notice of the same with the Municipal Clerk.
 4. Roll Call –

5. Closed Session

#19-173 Resolution To Go Into Closed Session and Exclude Public.

Closed Session Docket #	Item Title or Description	Statutory Reference
19-5/13-1	Contract Negotiation– River Edge Board of Education	N.J.S.A. 10:4-12(7)

6. Borough Administrators Topics –
 - a. Discussion of Bergen County Open Space Grant Application
 - b. Amending 2019 Holiday Schedule
 - c. Community Center
7. Mayor's Report –
8. For Your Information –
9. Unfinished Business –
10. New Business –
11. Open Hearing of the Public –
12. Adjournment -

BOROUGH OF RIVER EDGE
RESOLUTION #19-173

Resolution to Go Into Closed Session and Exclude Public

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, permits the exclusion of the public from a meeting in certain enumerated circumstances; and

WHEREAS, this public body is of the opinion that such circumstances will or presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge, County of Bergen, State of New Jersey, as follows:

1. That the public shall be excluded from the May 13, 2019 Work Session meeting and discussion of the hereinafter specified subject matter:

<u>Closed Session</u> <u>Docket #</u> _____	<u>Item Title or Description</u>	<u>Statutory</u> <u>Reference</u>
19-5/13-1	Contract Negotiation – River Edge Board of Education	N.J.S.A. 10:4-12(7)

2. It is anticipated at this time that the above stated subject matter will be made public within a reasonable time, the substance of which will be released after the Mayor and Council or the specific authorized public body has reviewed and specifically accepted the data.
3. Formal action may/may not be taken by the Borough of River Edge’s Mayor and Council at this meeting.

May 13, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Davis						
Gautier						
Kaufman						
Papaleo						
Mayor Mignone						

THIS IS TO CERTIFY that this is a true and compared copy of a resolution adopted by the Municipal Council of the Borough of River Edge on _____, 2019.

Stephanie Evans, Borough Clerk

**SHARED SERVICES AGREEMENT
FOR CLEARING SNOW AND
CONTROLLING ICE**

THIS AGREEMENT made this 15th day of November, in the year Two Thousand and Seventeen, by and between the Borough of River Edge (hereinafter referred to as the "Borough"), having offices located at 705 Kinderkamack Road, River Edge, New Jersey 07661, and the River Edge Board of Education (hereinafter referred to as the "Board"), having offices located at 410 Bogert Road, River Edge, New Jersey 07661; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Borough and Board are both authorized to clear snow and control ice for their respective entities; and

WHEREAS, the Borough and Board are of the opinion that snow clearing and ice controlling services can be more efficiently and economically provided through a joint agreement for such services (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties are desirous of entering into the Agreement, which would authorize the Borough to share its snow clearing and ice controlling services with the Board.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

A. Duration. The Agreement shall commence on November 15, 2017, and shall end on June 30, 2020.

B. Responsibility for costs. The Board shall pay the Borough for each snow clearance event for the two (2) parking lots at the Board's Cherry Hill Elementary School,

located at 410 Bogert Road, and one (1) parking lot at its Roosevelt Elementary School, located at 711 Summit Avenue as follows:

1. over 3-5 inches \$309, *11/2/17* *2/12/17*
2. 6-10 inches \$1,033
3. 11 inches and over \$2,066.

C. Borough's Responsibility for snow clearance and ice control.

1. The Borough will assist the Board only in a snow clearance emergency, when snow falls exceeds ~~three (3)~~ ^{four (4)} inches. *11/2/17* *2/12/17*
2. The Borough's snow clearance and ice control will be limited to the two (2) parking lots at the Board's Cherry Hill Elementary School, located at 410 Bogert Road, River Edge, New Jersey 07661, and one (1) parking lot at its Roosevelt Elementary School, located at 711 Summit Ave, River Edge, New Jersey 07661. The Borough's Superintendent of Public Works reserves the discretion to clear snow in additional areas during extraordinary emergencies, such as a State or Federal declaration of a State of Emergency.
3. The Borough will treat these schools as a priority three (3) category, under Resolution #96-123, dated May 6, 1996.
4. The Borough's Superintendent of Public Works has the discretion to provide the equipment, labor, and materials for clearing snow and controlling ice, and the Superintendent will only provide them after the first two (2) priorities have been satisfied to an acceptable level.
5. The Borough is not responsible for deciding whether and when the Board's schools should be open.

6. The Borough agrees to provide the Board with several cellular phone numbers and other points of contact, so that the parties can freely and openly communicate during times of emergency.

7. All services shall be performed in a manner that is consistent with industry standards and necessary to ensure the safety of motorists and pedestrians on the Board's properties.

D. Board's Responsibility for snow clearance and ice control.

1. The Board is responsible for clearing all snow and controlling all ice when snow fall totals ^{four} ~~three~~ (3) inches or less. ^{at 12/17} ~~at 12/17~~

2. The Board agrees to provide the resources (labor, equipment, and materials) necessary for their staff to clear snow and control ice when the snow fall totals ^{four} ~~three~~ (3) inches or less as well as to sustain the effort during and after the emergency. ^{at 12/17} ~~at 12/17~~

3. The Board's Superintendent or Business Administrator or designee, will verbally ask the Borough's Superintendent of Public Works or designee, to begin clearing snow or controlling ice. The Board's Superintendent or Business Administrator or designee, will also send an e-mail to the Borough's Superintendent of Public Works or designee, and the Borough's Clerk's Office, memorializing the request.

4. The Board's Superintendent of Schools or Business Administrator or designee will request assistance early enough to allow the Department of Public Works to mobilize labor, equipment, and material to respond as the weather requires. The Board understands that the Borough may not immediately respond to its request, so the Board will be prepared to take interim steps, when necessary.

5. The Board agrees to notify the Borough's Superintendent of Public Works when its schools will be open and closed.

6. The Board agreed to provide the Borough with several cellular phone numbers and other points of contact, so that the parties can freely and openly communicate during times of emergency.

E. Termination on Notice. Either party may terminate the Agreement for any reason by giving the other party one hundred twenty (120) days' written notice of its intention to terminate.

F. Mutual Indemnification. The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees, and invitees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any negligent, grossly negligent, or willful acts or omissions by the Borough, its agents, servants, or employees related to the performance of the Borough's obligations under the terms of the Agreement. Likewise, the Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, and employees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any negligent, grossly negligent, or willful acts or omissions by the Board, its agents, servants, or employees related to the performance of the Borough's obligations under the terms of the Agreement.

G. Insurance. Both parties shall maintain full and complete liability insurance, in limits not less than the coverage determined by the parties' respective risk manager, throughout the term of the Agreement. Both parties shall also name each other as additional insureds under

their policies, and both parties shall provide a certificate of insurance confirming the coverage types and amounts no later than thirty (30) days after the Agreement is executed. The certificate of insurance shall also contain a ten (10) day cancellation and/or modification clause with a requirement of written notice to the other respective party.

H. Modification. The Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

I. Severability. If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

J. Governing Law. The Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

K. Notice. All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address: For the Board: Business Administrator/Board Secretary, 410 Bogert Road, River Edge, New Jersey 07661. For the Borough: Superintendent of the Public Works, 705 Kinderkamack Road, River Edge, New Jersey 07661.

L. Assignment. Neither party may transfer or assign any of its rights or obligations under the Agreement without the prior written consent of the other, and any transfer or assignment or attempt thereat shall be null and void.

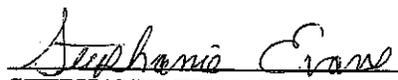
M. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of the Agreement.

N. **Counterparts.** The Agreement may be executed in any number of counterparts, which, taken together, shall constitute one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

O. **Public Inspection.** A copy of this document shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

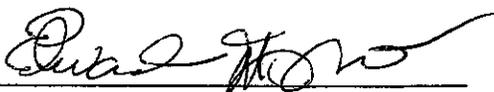
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed on the day and year first above written.

WITNESS:


STEPHANIE EVANS
Borough Clerk

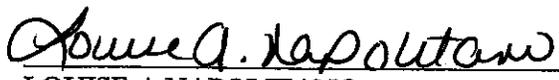
DATED: 11-21-17

BOROUGH OF RIVER EDGE

BY: 
EDWARD MIGNONE
Mayor

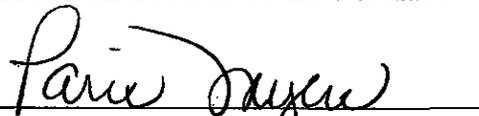
DATED: 11-21-17

WITNESS:


LOUISE A NAPOLITANO
Business Administrator/Board Secretary

DATED: 11/15/17

RIVER EDGE BOARD OF EDUCATION

BY: 
PARIS MYERS
Board President

DATED: 11-15-17

INTERLOCAL SERVICES AGREEMENT
BALLFIELD MAINTENANCE

THIS AGREEMENT made by and between the River Edge Board of Education (hereinafter called "the Board") a Corporation of the State of New Jersey, having an office at 410 Bogert Road, River Edge, New Jersey 07661, and the Borough of River Edge, a municipal corporation of the State of New Jersey, having an office at 705 Kinderkamack Road, River Edge, New Jersey 07661, (hereinafter called "the Borough"), the two (2) entities hereinafter collectively referred to as the "Participants";

WITNESSETH:

WHEREAS, the Interlocal Services Act, N.J.S.A. 40A:8A-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any services which the parties to an agreement are empowered to render within their own jurisdiction; and

WHEREAS, the Board currently allows the Borough, its Boards, commissions, agencies, committees and designees to use the baseball fields located at the Roosevelt School Field and the Cherry Hill School Field (hereinafter referred to as "the ballfields") for recreational activities; and

WHEREAS, said fields require certain maintenance, including the "dragging" of the fields, which the Borough is able and willing to provide; and

WHEREAS, the Board and Borough believe that a written employment agreement is necessary to describe specifically their duties and responsibilities with regards to the maintenance of the ballfields.

NOW, THEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. Services to be Performed

The Borough shall perform the maintenance of the ballfields on an as-needed basis as determined by the Borough's Recreation Commission, the Central Athletic Council, and the Board.

2. Standards and Performance

The Borough will perform the maintenance of the ballfields in a good and workmanlike manner and in compliance with all applicable State and municipal laws. The borough-owned vehicles used to perform the dragging of the ballfields shall only be operated by Borough employees or members of the Borough's Central Athletic Council. The Borough shall provide the Board with a maintenance schedule semi-annually.

3. Costs

The Borough shall bear all costs relating to the maintenance of the ballfields.

4. Duration

This Agreement shall commence on July 1, 2004 and end on June 30, 2005. The Agreement will be automatically renewed at the end of that term for one year, and at the end of each additional term, for a one (1) year term unless any

party notifies the other in writing no later than March 30 of the expiring year of its intent to not renew the Agreement. It is within the exclusive discretion of the parties to decide whether this Agreement should be renewed.

7. Indemnification

The Borough agrees to indemnify and hold harmless the Board, its agents, servants, officers and employees from all damages, claims, costs, attorney's fees and associated litigation costs arising out of the maintenance of the ballfields which are attributable to the acts or omissions of the Borough, its agents, servants or assigns.

8. Insurance

The Borough shall provide the Board with a Certificate of Insurance which indicates the Borough has comprehensive general liability insurance with limits of no less than one million (\$1,000,000.00) dollars, and shall name the Board as an additional insured. A copy of said Certificate of Insurance shall be attached to this Agreement.

9. Merger

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract between the parties.

10. Modification

This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

11. Waiver

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

12. Severability

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Notice

All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For the Board:

Deborah Trainor
Business Administrator/Board Secretary
River Edge Board of Education
410 Bogert Road
River Edge, New Jersey 07661

For the Borough:

Alan P. Negreann
Borough Administrator/CFO
Borough of River Edge
705 Kinderkamack Road
River Edge, New Jersey 07661

14. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

15. Assignment

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

16. Section Headings

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

17. Counterparts

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

BOROUGH OF RIVER EDGE

By: *Denise A. Dondiego*
Denise A. Dondiego
Borough Clerk

By: *Margaret Falahee Watkins*
Margaret Falahee Watkins
Mayor

ATTEST:

RIVER EDGE BOARD OF EDUCATION

By: *Deborah Trainor*
Deborah Trainor
Business Administrator/
Board Secretary

By: *Thomas Kyritz*
Thomas Kyritz
Board President

AGREEMENT

PURSUANT TO THE "UNIFORM SHARED SERVICES AND CONSOLIDATION ACT"

THIS AGREEMENT made by and between the Borough of New Milford, a municipal corporation of the New Jersey, having an office at 930 River Edge Road, New Milford, New Jersey 07646; and

THIS AGREEMENT made by and between the New Milford Board of Education with offices located at 1 Snyder Circle, New Milford, New Jersey 07646; and

THIS AGREEMENT made by and between the River Edge Board of Education with offices located at 410 Bogert Road, River Edge, New Jersey 07661; and

THE BOROUGH OF RIVER EDGE, a municipal corporation of the State of New Jersey, having an office at 705 Kinderkamack Road, River Edge, New Jersey 07661;

The four (4) entities hereinafter collectively referred to as the "Participants";

W I T N E S S E T H:

WHEREAS, each of the Participants has adopted an authorizing ordinance or resolution pursuant to the provisions of N.J.S.A. C.40A:65-1 through C.40A:65-35 et seq.; and

WHEREAS, the Participants are desirous of establishing, using and maintaining a lightning detection system; and

WHEREAS, the Borough of River Edge has a main data receiver and equipment system which is available to establish a lightning detection system for the Borough of River Edge; and

WHEREAS, the Participants wish to share the benefits and responsibilities of the establishment, use and maintenance of the lightning detection system of the Borough of River Edge; and

WHEREAS, the Participants desire to establish certain policies concerning the establishment, use and maintenance of the lightning detection system for the Borough of River Edge and other related costs incurred by the River Edge Board of Education, Borough of New Milford and the New Milford Board of Education and such costs as may usually and ordinarily be incurred in the establishment, use and maintenance of the lightning detection system for the Borough of River Edge.

NOW, THEREFORE, the Participants agree as follows:

1. Description of Lightning Detection System for the Borough of River Edge - The service is provided through the Borough of River Edge located at Fire Company #1, 695 Kinderkamack Road, River Edge, New Jersey 07661.
2. Creation of Management Committee - The Participants do hereby create a Management Committee. The Business Administrators of the Boards of Education, Clerk/Administrator or designee of the Mayor of the Borough of New Milford and the Borough Administrator of the Borough of River Edge shall be the Committee representatives. The committee shall meet at least annually to discuss and determine common issues concerning the use and maintenance of the lightning detection system for the Borough of River Edge. Any participant shall have the right on reasonable notice to convene a meeting of the Committee. The Committee shall adopt rules and regulations not inconsistent with this agreement nor the authorizing resolution.

3. Obligations of the Borough of River Edge

- a. Maintenance of the lightning detection system for the Borough of River Edge will be the responsibility of the Borough of River Edge. It is understood that outside forces may be required for such services and repairs as may be necessary.

4. Insurance - The Borough of River Edge and the Borough of New Milford are members of the Bergen County Municipal Joint Insurance Fund. The Borough of River Edge and the Borough of New Milford shall indemnify and hold harmless each other and all representatives thereof from and against any and all claims, damages, losses and expenses to the extent caused by the parties negligent acts, errors, intentional acts or omissions in the performance of their services under this Shared Services Agreement.

The New Milford Board of Education and River Edge Board of Education are not members of the Bergen County Municipal Joint Insurance Fund. The Borough of River Edge would require a certificate of insurance naming the Borough of River Edge as an additional insured and a hold harmless/indemnification form from the entities listed requiring the lightning detection service. A copy of the use of services hold harmless agreement is provided.

5. Compensation - It is agreed that the Borough of River Edge will be responsible for the initial purchase of the base station. The cost of the base station will be pro-rated among the participants. The Borough of River Edge has waived the initial installation costs for the River Edge Board of Education via resolution #13-324 dated September 3, 2013. As an example of the proration to be used, the following is given as an example only. If each of the five (5) participants have two locations each, then each would bear a 20% responsibility of the base station initial cost.

Since the Borough of River Edge is the provider of the service, it is understood that the cost of the use of the lightning detection system by the other four (4) participants shall be \$1.00 for the initial year only.

The Borough of River Edge will be responsible for the maintenance of the base station but all participants will bear their proportionate cost of said maintenance by reimbursement to the Borough of River Edge or by their own direct expense. The Borough of River Edge has waived the maintenance costs for the River Edge Board of Education via resolution #13-356 dated October 7, 2013.

6. Payments - Payments to the Borough of River Edge are due within thirty (30) days of the date billed.

7. Term - The initial term of this agreement shall be from November 4, 2013 to November 4, 2014. If the Borough of New Milford, New Milford Board of Education and River Edge Board of Education decides not to continue to be a Participant after the end of the term, the Borough of New Milford, New Milford Board of Education and River Edge Board of Education shall not be entitled to receive a refund of any sums paid on account of use and maintenance.

8. Compliance with Statutes, Rules and Regulations - Each Participant is responsible for compliance with such statutes, rules and regulations as may be applicable to it during the establishment, use and maintenance of the lightning detection system for the Borough of River Edge.

9. Effective Date - This agreement will become effective upon the adoption by the Participants of a similar ordinance or resolution under the Uniform Shared Services and Consolidation Act, approval of the terms and conditions of the agreement by the Participants and payment to the Borough of River Edge of their share of the establishment, use and maintenance of the lightning detection system for the Borough of River Edge as determined by this agreement.

10. Termination Clause - The Committee shall comply with 40A:65-22 including certification of the costs and expenses associated with the services and equipment by November 1, annually.

IN WITNESS WHEREOF, each of the Participants have, through the appropriate officials thereof executed and sealed this Agreement on this _____ day of 2013.

BOROUGH OF NEW MILFORD

By:

Ann Subrizi
Mayor Ann Subrizi

WITNESS:

Christine Demiris
Christine Demiris
Borough Clerk/Administrator

BOROUGH OF RIVER EDGE

By:

Sandy Moscaritolo
Mayor Sandy Moscaritolo

WITNESS:

Denise A. Dondiego
Denise A. Dondiego
Borough Clerk

NEW MILFORD BOARD OF EDUCATION

By:

Michael Polizzi
Michael Polizzi, Superintendent of Schools

WITNESS:

Michael Sawicz
Michael Sawicz, Business Administrator

RIVER EDGE BOARD OF EDUCATION

Tova Ben Dov
Tova Ben Dov, Superintendent

WITNESS:

Patricia Salvati
Patricia Salvati, Business Administrator

Raymond Poerio

From: Raymond Poerio
Sent: Friday, May 3, 2019 5:52 PM
To: Thomas Papaleo; Edward J. Mignone; Ellen Busteed; Dario Chinigo; Mary Davis; Joseph Gautier; Michelle Kaufman
Cc: 'Tom Sarlo'
Subject: Council Update - Part One- 5/3/2019

Mayor and Council –

- Roosevelt Park: - This week a team consisting of Contracted Employees, DPW and BOE staff have been working on the Roosevelt School Fields to get them ready for opening day. This has been a challenge due to weather conditions. However in my opinion, we certainly have made great strides for the girls of the town that play on these fields. I look forward to seeing, what appears to be a soggy opening day. After creating a safer and more aesthetically pleasing environment I believe that it is time to focus on the Interlocal Field Maintenance Agreement. Council will need to provide me some direction on what you would like the interlocal agreement to contain. Seeing how this is considered a contract negotiation the specifics of the agreement could be discussed in closed session. However this is a policy decision and I will check with the Mayor to see how he would like to address this.

- 2019 Open Space Grant Application: If you refer to my 4/26 email, it provides you with some back ground information. As I understand it, the goal was to create a home facility for the Girls Softball Program and KBG Park was designated as the site. Renovations to the park would facilitate two games to be played at the same time while addressing some needed facility and site improvements. Your team evaluated several renditions on how to best accomplish this.
 - Concept 1) Adding an additional field into the corner where the old diamond used to be.
 - There is no gain as it relates to being able to play two games at the same time. You could not play a 90ft diamond game and girls softball game at the same time.
 - If night games or early spring/fall games would be played on the newly created field additional lighting and stations would need to be installed. The current stations and locations could not accommodate this. The cost of two stations, foundations, and lighting from a budget perspective is 150k.
 - The location of this field is at a poor sun angle
 - The benefit adding in the additional field, it would leave the 90 diamond as a grass infield.

- Concept 2) Convert the 90 ft diamond into a skin infield. For budget purposes the cost for this is under 40k
 - Remove the grass and the irrigation
 - Install infield plugs, this would allow you to change the field from a 50ft to 90ft field allowing flexibility.
 - The benefit you could now play two girls softball games at the same
 - The Con- Pitching Mound- By skinning the infield it would now be necessary to use a portable pitching mound for Little League and the Freshmen Baseball games. However, some would argue that pitching from a portable mound vs permeant mound takes away from the game. Since the High School Freshmen teams play games and practice there, we contacted the Athletic Director to get his opinion on it and he did not seem to have an issue with the concept, as they do already play at other facilities with those conditions. He supports the commission on their vision for the Borough.

- Concept 3) In sharing proposal one and two with Little League an additional proposal was presented to Recreation Director and myself. They proposed the following:
 - Install a 90 diamond in the corner near the batting cages. I believe that there used to be a diamond in that location
 - Take the existing diamond and reduce the size of that to 50 “Girls Softball/Little League Size Field”
 - The Cons, cost of additional lighting 150k
 - The Con, a poor sun angle
 - The Pro, it does meet your objective of being able to play two girls softball games at the same time.
 - The Pro, it allows you to have a 90 foot diamond with a grass infield.

➤ Stake Holders Meetings 5/2

- Present at the meeting: representatives from LL, Girls Softball, Soccer, LAX, Recreation Commission, Recreation Director, Councilman Chinigo and the Council President.
 - At this meeting I reviewed my understating of the grant application:
 - Address lips on the field, Replace Score Boards, Fix up the Dugouts, Repair Sections of Fence, install partial field drainag, Repave the parking lot.
 - Second Component was to create a home field for girls softball program with ability to play two games at once

- Three different scenarios on how we could potential achieve this goal where discussed.
 - A lengthy discussion took place on how the proposed field changes would effect each organization
 - Concerns where brought to light not only from the allocation of time, but the size of the fields. One of these concerns stems from there only being two 90ft diamonds in town. One at KGB and the other being Varsity High School Baseball field that we have very little to no access on .
 - The conversation turned from what was being discussed associated with grant and the KGB field to Roosevelt School Field and the possibilities to securing a long term arrangement with the BOE. Potential components of this involved the snack stand/storage shed /batting cages and the Borough maintaining the facility.
 - The thought process was to apply for the grant and if successful use those funds to make improvements to KGB field, however not include the addition of another field at the site or convert the grass infield to a skin one.
 - Regal Softball is basically looking for parity with the boys program whether that be at KGB or at Roosevelt.

After the meeting last night I wanted to present options on how you could accomplish this.

Current Spring Scheduling KGB:

- Monday – Friday 6:00 – 8:00 Little League “Older Kids”
- Saturday 9am-3pm and Sunday is Girls Softball, 11-4pm. (Which currently REgal Swaps out to other leagues)
- (Both organizations for their time slots are only playing one game at a time) due to field constraints.

- 1) KGB- Convert the 90 foot diamond to a skin infield and fix up snack stand: You now would have the ability to play two girls softball games at the same time Regal would use the 6:00-8:00 Monday-Friday time slot, Saturday and most of Sunday in the spring. This solves a problem but creates another. You would be taking time away

from LL. The time you are taking away is not time that you can replace at another facility. This is time for the older kids that play on a 90ft diamond. There is no other field for them then to play on.

- 2) KGB- Convert the 90 foot diamond to skin infield and fix up the snack stand: You now would have the ability to play two girls softball games at the same time. Monday through Friday 6:00-8:00 time slot the older Little League kids would use the 90ft diamond. Regal would play there on the weekends, which basically they have now.

Monday -Friday 6:00-8:00 time slot would be split either by days or fields for the usage of Memorial Park . The Little League team/teams that get bumped would play at Roosevelt. The usage of the snack stand time at Memorial for fundraising purposes would be split between Little League and Girls Softball.

- 3) Fields remain the same at KGB as it relates in the infield. Schedule would remain the same. Get the BOE to allow to allow the Borough add a snack stand and battings cages. Come to an understanding with the interlocal on who would maintain that site, perhaps a combination of the BOE and Borough or perhaps just Borough.

In trying to resolve the issue of parody these are the three opportunities that I see. Each, have their own set of changes. I would recommend that this topic be discussed at the next council meeting. I plan on put this topic under my report and I look for you guidance on how you would like your team to move forward. Please understand that we are on a time crunch as it relates to the grant.

Should you have any question please contact me directly so not to violate the open public meeting act.

**BERGEN COUNTY TRUST FUND
MUNICIPAL PROGRAM FOR PARK IMPROVEMENTS**
Bergen County Open Space, Recreation, Floodplain Protection,
Farmland & Historic Preservation Trust Fund

**2019 FUNDING ROUND
DECLARATION of INTENT to APPLY**

All prospective applicants to the Trust Fund Municipal Program for Park Improvements must complete this Declaration of Intent to Apply for its proposed municipal park improvement project for 2019 grant funding. Please complete and return the Declaration of Intent no later than **Tuesday, March 19th, 2019**.

Return by email to Nancy Witkowski, Open Space Trust Fund, County of Bergen, Department of Parks at: nwitkowski@co.bergen.nj.us. Any questions you may have, you can contact Ms. Witkowski at (201) 336-7255.

Applicant

Name of municipality/nonprofit organization: Borough of River Edge

E-Mail: cbaldanza@riveredgenj.org Telephone: 201-599-6295

Name of Municipal Park Site: cbaldanza@riveredgenj.org

Tax Block/Lots and Street Address: 550 Riverside Way, River Edge, NJ 07661

Briefly describe the proposed outdoor park and recreation improvements to be funded with this grant request. Specifically state the park features to be developed or improved:

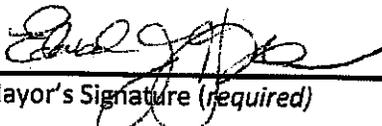
Kenneth B. George Field (KBG) is a playing field for adult and youth softball, adult & youth baseball, youth soccer, and youth lacrosse. The playing area consists of a softball field, baseball field, and open grass area used for soccer and lacross. Currently the spacing on this field only allows one sport at a time. We would like to maximize the opportunity of usage on this field. It is our goal to restructure the field layout so that we can increase opportunity for outdoor usage and provide space designated for lacrosse and soccer. In addition to, there are grading concerns, that will be a

Estimated Total Project Cost and Request:

Provide **ESTIMATED** source(s) and amount(s) of matching funds, **ESTIMATED** Bergen County Municipal Park Improvement grant request, and total project cost.

MATCHING FUND SOURCE	AMOUNT
A. Bond Ordinance	\$ 116,875
B.	\$
AMOUNT OF REQUESTED BERGEN COUNTY MUNICIPAL PARK IMPROVEMENT GRANT	\$ 116,875
TOTAL PROJECT BUDGET	\$ 233.75

Note: The Trust Fund grant request cannot exceed the total amount of available funding for the Trust Fund Municipal Subregion in which your municipality is located. Please refer to the document located on the Trust Fund's website entitled, "Trust Fund Municipal Program Subregion Funding Allocations" to identify the amount of total grant funding available for your Municipal Subregion.


Mayor's Signature (required)

3/19/19
Date

DECLARATION OF INTENT DEADLINE IS: **TUESDAY, MARCH 19TH, 2019**

Raymond Poerio

From: Bob Zoeller <bob.zoeller@musco.com>
Sent: Wednesday, May 8, 2019 3:37 PM
To: Raymond Poerio
Cc: Carolyn Baldanza
Subject: Re: Lighting

Hi Ray,

We discussed the addition of a 90' baseball diamond in left field of the existing 90' diamond baseball field and right field of the existing 60' diamond baseball field at KBG Field. That area currently has lighting that would average somewhere between 25 - 30fc. In order to have a 90' diamond added, the light levels would have to increase to 50fc which would match the current infield lighting levels on the other two diamonds.

The two poles which would be used to provide light to the new infield would be existing poles B1 and B4. Upon investigation of these poles, it was found that the number of light fixtures on both poles places the poles at their limit both structurally for the steel pole and structurally for the existing foundations. That being the case, since we could not add any additional lights, two additional poles would be required. The need for two poles is due to the fact that the lighting on the ball as it travels from the pitcher to the umpire must have the proper quantity of light (50fc) as well as proper modeling of the light (the same amount of illumination on both sides of the ball). These two factors are important to ensure the playability and safety of the participants.

The two new poles would be added approximately 40' to 50' up the first and third baseline from home plate on the new diamond. They would be 70' poles with 2-3 light fixtures on each pole.

The turnkey cost which I estimated for you was approximately \$150,000. The reason for this estimate is that the soils are very poor and each of the existing poles require four wood piles for the foundation. The piles for B1 were driven 45' into the ground while the piles for B4 were driven 40' into the ground. A concrete cap was constructed in the field 9'x9'x2.6' square with a 42" steel reinforced pier with the bottom at 6.6' below grade. In addition, new conduit and wires would have to either be run to and then through the existing conduit or in a new conduit back to the electrical room in the building. As you can see, the installation is complex and therefore costly. With the soils condition and pile installation, a geotechnical engineer was required to be on site for the installation to ensure proper anchoring of the piles into good soils.

I hope this information is helpful. Please let me know if you have any additional questions or need anything further.

Thanks,
Bob Zoeller
Technical Consultant
Musco Lighting, LLC.
866-391-1985x 6402 (toll-free)
732-539-2016 (mobile)

[Twitter](#) | [Facebook](#) | [musco.com](#)

The Los Angeles Memorial Coliseum shines under Musco's LED lighting solution. Click [here](#) to read more.

Raymond Poerio <RPoerio@riveredgenj.org> on Tuesday, May 7, 2019 at 7:49 AM -0400 wrote:

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PROJECT: RIVER EDGE PARKS CONCEPT PLAN
 MUNICIPALITY: BOROUGH OF RIVER EDGE
 PREPARED BY: BAK

DATE: 5/2/19
 PROJECT NO. 16003264A
 REVIEWED BY: PWJ



ITEM NO	KENNETH B. GEORGE PARK	APPROX. UNIT	QTY	UNIT PRICE	TOTAL
1	Large Diamond	SF	17,500	\$ 2.50	\$ 43,750.00
2	INFIELD CLAY (6" THICK)	LS	1	\$ 35,000.00	\$ 35,000.00
3	DRAINAGE SYSTEM	LS	1	\$ 10,000.00	\$ 10,000.00
4	MOBILIZATION AND CLEARING SITE	LS	1	\$ 25,000.00	\$ 25,000.00
5	EARTHWORK AND SITE GRADING	UNIT	1	\$ 10,000.00	\$ 10,000.00
	SCOREBOARD			Sub-Total	\$ 123,750.00
	Remainder of Site				
1	INFIELD CLAY (6" THICK)	SF	9,500	\$ 2.50	\$ 23,750.00
2	MOBILIZATION AND CLEARING SITE	LS	1	\$ 25,000.00	\$ 25,000.00
3	EARTHWORK AND SITE GRADING	LS	1	\$ 50,000.00	\$ 50,000.00
4	SCOREBOARD	UNIT	1	\$ 10,000.00	\$ 10,000.00
5	SITE AMENITIES (BENCHES, TRASH CANS, ETC.)	LS	1	\$ 5,000.00	\$ 5,000.00
5	ASPHALT/STONE PATH UPGRADES	LS	1	\$ 25,000.00	\$ 25,000.00
6	DUGOUT (INCLUDING CONCRETE SLAB, SHELTER AND BENCHES)	UNIT	4	\$ 15,000.00	\$ 60,000.00
7	BLACK VINYL CHAIN LINK FENCE, 8' HIGH (IF/WH/ERE)	LF	250	\$ 65.00	\$ 16,250.00
8	MILL AND PAVE EXISTING PARKING LOT	SF	90,000	\$ 2.25	\$ 202,500.00
				Sub-Total	\$ 417,500.00
ESTIMATED CONSTRUCTION COST					\$ 541,250.00

Raymond Poerio

From: Carl O'Brien <COBrien@maserconsulting.com>
Sent: Thursday, May 2, 2019 3:49 PM
To: Raymond Poerio
Subject: KGB inquiry
Attachments: KBG PARK ESTIMATE.xlsx; KBG PARK ESTIMATE.pdf

Good afternoon Ray. Please find attached the revised estimate for the grant application, as requested. I am sending both the excel and pdf version. If you make revisions, please forward me a revised excel file for our records.

Below is the link for the portable mounds by Sportsfield Specialties. I've used these mounds in a number of locations. As discussed, they are in place at Seton Hall Prep and Bayonne Veteran's Field. Any other questions on this, please let me know.

<https://www.sportsfieldspecialties.com/products/baseball-softball/portable-pitching-mounds#gallery>

In review of the picture you texted me yesterday regarding adding another diamond to the parking lot corner of KGB Field, I would advise against that at this time. Field orientation is my concern. Please be aware that it is desirable that the line from home base through the pitchers plate to second base should run in the East-Northeast direction. Therefore, the existing field layout and orientation appears to be the preferred layout.

The sun glare and shadowing may be a cause of concern during play depending on the time of day, especially if the field is not within the preferred layout. This would cause athletes missing balls thrown to them and may result in injuries. One way to help improve glare would be to run the sports field lights during day games. This would help cut down on the glare and shadowing, but increase the operational costs. This is something that the municipality should review prior to making any final decisions, likely during the design process.

If you need anything else, please let me know. Thank you and have a good night.

Carl P. O'Brien, P.E.
Principal
Sent from my Samsung Galaxy Note9

 Please consider the environment before printing this e-mail.

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BOROUGH OF RIVER EDGE
RESOLUTION #19-183

Amend 2019 Holiday Schedule for Non-Contractual Borough Employees

WHEREAS, resolution #19-40, designating work hours and holidays for 2019 for Borough employees was adopted by the Governing Body on January 1, 2019 at the Reorganization meeting; and

WHEREAS, the Borough Administrator has recommended the following change for the year 2019:

Replacing: October 14, 2019 - Columbus Day For: July 5, 2019

NOW, THEREFORE BE IT RESOLVED that the Borough Clerk adjust her records accordingly.

May 13, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Davis						
Gautier						
Kaufman						
Papaleo						
Mayor Mignone						

I hereby certify that this resolution, consisting of __ page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this _____ day of _____, 2019.

Stephanie Evans, Borough Clerk

BOROUGH OF RIVER EDGE
RESOLUTION #19-186

Award Contract for the 2018 Community Center Project to Zuccaro, Inc., 248 Albert Drive, Saddle Brook, New Jersey 07663

WHEREAS, on May 8, 2019 three (3) sealed bids were received for the 2018 Community Center Project; and

WHEREAS, the lowest bid was received from Zuccaro, Inc. in the amount of \$663,408.00; and

WHEREAS, the bids have been reviewed by the Borough Engineer and the Borough Attorney; and

WHEREAS, the Chief Financial Officer has certified that funds are available from Account #04-2150-55-1789-250 of the Capital Fund in the amount of \$100,000.00, Account #04-2150-55-1806-300 of the Capital Fund in the amount of \$150,000.00, Account #04-2150-55-1829-300 of the Capital Fund in the amount of \$150,000.00, Account # 04-2150-55-1859-350 of the Capital Fund in the amount of \$100,000.00 and Account #04-2150-55-1712-200 of the Capital Fund in the amount of \$163,408.00 for a total amount not to exceed \$663,408.00; and

NOW, THEREFORE, BE IT RESOLVED that the contract is hereby awarded to Zuccaro, Inc., 248 Albert Drive, Saddle Brook, New Jersey 07663 in the amount not to exceed \$663,408.00 and the Mayor and Clerk are hereby authorized to sign said contract for the Borough.

May 13, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Davis						
Gautier						
Kaufman						
Papaleo						
Mayor Mignone						

I hereby certify that this resolution, consisting of __ page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this _____ day of _____, 2019.

Stephanie Evans, Borough Clerk



COSTA ENGINEERING CORPORATION

Professional Engineers • Surveyors • Planners
325 So. River Street, Suite 302, Hackensack, NJ 07601

Tel (201) 487-0015
Fax (201) 487-5122

State of NJ Certificate of Authorization No. 276726

Please Reply To:
325 So. River Street
Hackensack, NJ 07601

May 9, 2019

Mr. Raymond Poerio, Administrator
Borough of River Edge
705 Kinderkamack Road
River Edge, NJ 07661

**RE: 2018 Community Center Project Block 503, Lot 2 and 3
Borough of River Edge
Bergen County, New Jersey**

Dear Mr. Poerio:

Our office has reviewed the Bids accepted on May 8, 2019 for 2018 Community Center Project Block 503, Lot 2 and 3, and base on the bid tabulation, **Zuccaro Inc.** located at 248 Albert Drive, Saddle Brook, NJ 07663 is the lowest bidder for the aforementioned project with a total base bid of **\$663,408.00**

Therefore, it is my recommendation to the Borough of River Edge that **Zuccaro Inc.** be awarded the contract for the base bid for a **total contract of \$663,408.00** subject to the review by the Borough Attorney of all pertinent documents.

Please find attached "Bid Summary"

Should you require additional information or have any further questions, please do not hesitate to contact our office at (201) 487-0015.

Very truly yours,

COSTA ENGINEERING CORPORATION

Robert L. Costa, P.E., P.P. & C.M.E.
River Edge Borough Engineer

cc: The Honorable Mayor & Council
Stephanie Evans, Borough Clerk

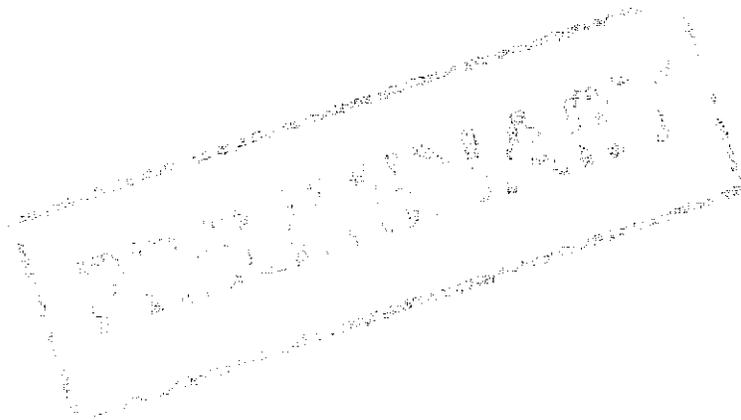
COSTA ENGINEERING CORPORATION
325 SOUTH RIVER STREET
HACKENSACK, NJ 07601

Engineers Estimate

River Edge Community Center
 Borough of River Edge, Bergen County, NJ
 4/12/2018

Construction	BASE BID Description	Unit	Quantity	Unit Price	Total Cost
Pavement	HMA Mix 12.5M64 Surface Course, 2" Thick (Parking Lot)	Ton	500	\$ 100.00	\$ 50,000.00
	HMA Mix 19M64 Base Course, 6" Thick (Parking Lot)	Ton	1,400	\$ 100.00	\$ 140,000.00
	Dense Graded Aggregate Base Course, 8" Thick (Parking Lot)	S.Y.	3600	\$ 15.00	\$ 54,000.00
Concrete Pavers Retaining Walls	9"x 18" Concrete Vertical Curb (w/Polypropylene fibers)	L.F.	1,800	\$ 30.00	\$ 54,000.00
	Concrete Sidewalk, 6" Thick (w/Polypropylene fibers)	S.Y.	450	\$ 80.00	\$ 36,000.00
	Concrete Driveway 10" Thick (w/Polypropylene fibers)	S.Y.	75	\$ 90.00	\$ 6,750.00
	Retaining Wall	S.F.	250	\$ 80.00	\$ 20,000.00
Soil Erosion	Soil Erosion & Sediment Control Measures	L.S.	1	\$ 4,000.00	\$ 4,000.00
Earthwork	Imported & Place Fill	L.S.	1	\$ 50,000.00	\$ 50,000.00
	Topsoil	L.S.	1	\$ 2,000.00	\$ 2,000.00
	Finish Grading	S.F.	52,800	\$ 0.25	\$ 13,200.00
	Tree Removal (including stump removal)	Unit	15	\$ 1,000.00	\$ 15,000.00
	Clearing & Demolition (1 Buildings)	L.S.	1	\$ 25,000.00	\$ 25,000.00
Drainage	Drainage Improvements	L.S.	1	\$ 40,000.00	\$ 40,000.00
Striping	24" Traffic Stripes, Hot Extruded Thermoplastic, White	L.F.	369	\$ 8.00	\$ 3,112.00
	12" Traffic Stripes, Hot Extruded Thermoplastic, White	L.F.	288	\$ 6.00	\$ 1,728.00
	4" Traffic Stripes, Hot Extruded Thermoplastic, White	L.F.	2629	\$ 4.00	\$ 10,516.00
	4" Traffic Stripes, Hot Extruded Thermoplastic, Yellow	L.F.	200	\$ 4.00	\$ 800.00
	4" Traffic Stripes, Hot Extruded Thermoplastic, Blue	L.F.	375	\$ 4.00	\$ 1,500.00
	Handicap Symbol, Hot Extruded Thermoplastic, Blue	Unit	4	\$ 10.00	\$ 40.00
	Arrows, Hot Extruded Thermoplastic	Unit	12	\$ 10.00	\$ 120.00
Dumpster	Garbage enclosure	L.S.	1	\$ 10,000.00	\$ 10,000.00
Signs	Traffic Signs	S.F.	30	\$ 50.00	\$ 1,500.00
Landscaping	Trees 2 1/2 in. min Cal.	Unit	15	\$ 500.00	\$ 7,500.00
	Shrubs & decorative plants	L.S.	1	\$ 3,000.00	\$ 3,000.00
Lighting (On-Site)	Lighting features on site	L.S.	1	\$ 25,000.00	\$ 25,000.00
Street	Concrete Sidewalk, 6" Thick at ADA ramps (w/Polypropylene fibers)	S.Y.	36	\$ 90.00	\$ 3,240.00
Improvements	Detectable Warning Surface	Unit	4	\$ 200.00	\$ 800.00
	9"x 18" Concrete Vertical Curb (w/Polypropylene fibers)	L.F.	120	\$ 30.00	\$ 3,600.00
TOTAL:					\$ 682,406.00
CONTINGENCIES (20%)					\$ 116,481.20
ESTIMATED CONSTRUCTION COST:					\$ 698,887.20

Prepared By: COSTA ENGINEERING CORPORATION



COSTA ENGINEERING CORPORATION
325 SO. RIVER STREET - SUITE 302
HACKENSACK, NJ 07601

BID SUMMARY
2018 COMMUNITY CENTER PROJECT BLOCK 503, LOT 2 AND 3
BOROUGH OF RIVER EDGE
BERGEN COUNTY, NEW JERSEY

BID OPENING MAY 8, 2019 at 10:00 am

Item No.	Description	Unit	Quantity	ZUCCARO INC. 248 Alberta Drive Saddle Brook, NJ 07663		MATINA & SON 146 English Street Hackensack, NJ 07601		4 CLEANUP P.O. Box 5098 North Bergen, NJ 07047	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Performance & Payment Bond	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 0.01	\$ 0.01	\$ 10,000.00	\$ 10,000.00
2	Owners & Contractors Project Liability Insurance	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 0.01	\$ 0.01	\$ 5,000.00	\$ 5,000.00
3	Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 6,889.58	\$ 6,889.58	\$ 25,000.00	\$ 25,000.00
4	Soil Erosion & Sediment Control Measures	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
5	Demolition & Disposal of all Material (including Soil Demolition Permit from R.E.)	L.S.	1	\$ 27,000.00	\$ 27,000.00	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00
6	Clearing Site (including Removal of all material and excavation unclassified excluded from	L.S.	1	\$ 28,000.00	\$ 28,000.00	\$ 200,000.00	\$ 200,000.00	\$ 135,000.00	\$ 135,000.00
7	Final Clean Up	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00
8	Uniformed Traffic Directors (At no cost to the contractor) (if & where directed)	Hrs.	40	\$ 50.00	\$ 2,000.00	\$ 0.01	\$ 0.40	\$ 70.00	\$ 2,800.00
9	Traffic Directors, Flaggers	Hrs.	40	\$ 20.00	\$ 1,000.00	\$ 0.01	\$ 0.50	\$ 1.00	\$ 50.00
10	Traffic Cones	Unit	50	\$ 50.00	\$ 500.00	\$ 0.01	\$ 0.10	\$ 1.00	\$ 10.00
11	Breakaway Barricade, Type III	Unit	10	\$ 28.00	\$ 280.00	\$ 0.01	\$ 0.10	\$ 1.00	\$ 10.00
12	Construction Signs	S.F.	50	\$ 100.00	\$ 3,000.00	\$ 0.01	\$ 0.30	\$ 50.00	\$ 1,500.00
13	Excavation Test Pits	C.Y.	30	\$ 32.00	\$ 3,200.00	\$ 0.01	\$ 4.00	\$ 30.00	\$ 1,200.00
14	Excavation Unclassified	C.Y.	400	\$ 28.00	\$ 28,000.00	\$ 0.01	\$ 5.00	\$ 50.00	\$ 1,750.00
15	Backfill, Dense Graded Aggregate "Virgin"	C.Y.	100	\$ 32.00	\$ 3,200.00	\$ 0.01	\$ 4.00	\$ 30.00	\$ 1,200.00
16	Backfill, Recycled Concrete Aggregate RCA	C.Y.	1,000	\$ 28.00	\$ 28,000.00	\$ 0.01	\$ 5.00	\$ 50.00	\$ 1,750.00
17	Coarse Aggregate, Broken Stone or Washed Gravel 3/4"	C.Y.	100	\$ 32.00	\$ 3,200.00	\$ 0.01	\$ 4.00	\$ 30.00	\$ 1,200.00
18	Backfill, Recycled Concrete Aggregate RCA	C.Y.	1,000	\$ 28.00	\$ 28,000.00	\$ 0.01	\$ 5.00	\$ 50.00	\$ 1,750.00
19	HMA Milling 3" or less (2" Pay Limit) (if & where directed)	S.Y.	150	\$ 165.00	\$ 24,750.00	\$ 80.00	\$ 12,000.00	\$ 90.00	\$ 13,500.00
20	HMA 12.5 M64 Surface Course, 2" Thick	Ton	20	\$ 112.00	\$ 2,240.00	\$ 80.00	\$ 1,600.00	\$ 90.00	\$ 1,800.00
21	HMA 19 M64 Base Course, 4" Thick	Ton	892	\$ 112.00	\$ 99,904.00	\$ 80.00	\$ 71,360.00	\$ 90.00	\$ 80,280.00
22	HMA 19 M64 Base Course, 2" Thick (if & where directed)	Ton	357	\$ 112.00	\$ 39,984.00	\$ 80.00	\$ 28,560.00	\$ 90.00	\$ 32,130.00
23	Dense Graded Aggregate, "Virgin" 6" Thick	S.Y.	3,244	\$ 22.00	\$ 71,368.00	\$ 10.00	\$ 32,440.00	\$ 16.00	\$ 51,904.00
24	Concrete Sidewalk 5" Thick, (4500 PSI w/polypropylene fibers & Sikagard 701W)	S.Y.	10	\$ 150.00	\$ 1,500.00	\$ 63.00	\$ 630.00	\$ 120.00	\$ 1,200.00
25	Concrete Driveway 8" Thick, (Reinforced with W.W.M., 4500 PSI w/polypropylene fibers & Sikagard 701W)	S.Y.	30	\$ 125.00	\$ 3,750.00	\$ 81.00	\$ 2,430.00	\$ 120.00	\$ 3,600.00
26	Concrete Pad 8" Thick, (Reinforced with W.W.M., 4500 PSI w/polypropylene fibers & Sikagard 701W)	S.Y.	100	\$ 125.00	\$ 12,500.00	\$ 90.00	\$ 9,000.00	\$ 120.00	\$ 12,000.00
27	9"x 18" Concrete Vertical Curb, (4,500 PSI w/polypropylene fibers & Sikagard 701W)	L.F.	924	\$ 38.00	\$ 35,112.00	\$ 18.00	\$ 16,632.00	\$ 35.00	\$ 32,340.00
28	Belgian Block Jumbo 45 Degree Curb, (4,500 PSI w/polypropylene fibers & Sikagard 701W)	L.F.	417	\$ 42.00	\$ 17,514.00	\$ 20.00	\$ 8,340.00	\$ 37.00	\$ 15,429.00
29	Inlet Type "B", Storm Sewer, (Includes New Casting)	Unit	2	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00
30	Inlet Type "A", Storm Sewer, (Includes New Casting)	Unit	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
31	Manhole 60" Outside Diameter, Storm Sewer, (Includes New Casting)	Unit	1	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00
32	Manhole Sanitary Sewer, (Includes New Casting)	Unit	1	\$ 4,750.00	\$ 4,750.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00
33	Square Inlet Chamber 6' x 6' w/ weir, Storm Sewer, (Includes New Casting)	Unit	1	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00
34	Cleanout or valve Access Casting	Unit	2	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00
35	8" Poly Vinyl Chloride Sewer Pipe, Sanitary Sewer AWWA C900	L.F.	147	\$ 48.00	\$ 7,056.00	\$ 175.00	\$ 25,725.00	\$ 85.00	\$ 12,495.00
36	15" Reinforced Concrete Pipe, Storm Sewer, Class V	L.F.	220	\$ 65.00	\$ 14,300.00	\$ 75.00	\$ 16,500.00	\$ 88.00	\$ 19,360.00
37	18" Reinforced Concrete Pipe, Storm Sewer, Class V	L.F.	20	\$ 75.00	\$ 1,500.00	\$ 85.00	\$ 1,700.00	\$ 90.00	\$ 1,800.00
38	18" Ductile Iron Pipe, Class 52, Storm Sewer	L.F.	22	\$ 136.00	\$ 2,992.00	\$ 150.00	\$ 3,300.00	\$ 175.00	\$ 3,850.00

39	12" HDPE ADS, Storm Sewer	L.F.	22	\$ 84.00	\$ 1,848.00	\$ 50.00	\$ 1,100.00	\$ 90.00	\$ 1,980.00
40	Concrete Chamber Storm Sewer (Including new Castings)	L.S.	1	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00
41	Storm Tech SG-740 Chamber (Including all items to construct)	Unit	18	\$ 2,200.00	\$ 39,600.00	\$ 750.00	\$ 13,500.00	\$ 150.00	\$ 750.00
42	Concrete Encasement at Pipe Crossings (if & where directed)	C.Y.	5	\$ 185.00	\$ 925.00	\$ 1.00	\$ 5.00	\$ 150.00	\$ 750.00
43	24" Traffic Stripes, Long Life, Epoxy Resin, White, (Stop Bar) (if & where directed)	L.F.	98	\$ 4.00	\$ 392.00	\$ 4.00	\$ 392.00	\$ 5.00	\$ 490.00
44	24" Traffic Stripes, Long Life, Epoxy Resin, White, Diagonal Lines (Crosswalk) (if & where directed)	L.F.	90	\$ 6.00	\$ 540.00	\$ 4.00	\$ 360.00	\$ 5.00	\$ 450.00
45	12" Traffic Stripes, Long Life, Epoxy Resin, White, Longitudinal Lines (Crosswalk) (if & where directed)	L.F.	141	\$ 6.00	\$ 846.00	\$ 3.00	\$ 423.00	\$ 2.50	\$ 352.50
46	4" Traffic Stripes, Long Life, Epoxy Resin, White & Blue, Longitudinal Lines (Parking Stralls) (if & where directed)	L.F.	2560	\$ 1.00	\$ 2,560.00	\$ 1.50	\$ 3,840.00	\$ 0.95	\$ 2,176.00
47	4" Traffic Stripes, Long Life, Epoxy Resin, Yellow Center Line (if & where directed)	L.F.	97	\$ 1.00	\$ 97.00	\$ 1.50	\$ 145.50	\$ 0.95	\$ 82.45
48	Traffic Marking Symbols, Hot Extruded Thermoplastic, White (if & where directed)	S.F.	30	\$ 6.00	\$ 180.00	\$ 7.00	\$ 210.00	\$ 6.00	\$ 180.00
49	Traffic Marking Symbols, Hot Extruded Thermoplastic, White (Arrows) (if & where directed)	Unit	25	\$ 150.00	\$ 3,750.00	\$ 95.00	\$ 2,375.00	\$ 95.00	\$ 2,375.00
50	Traffic Marking Symbols, Hot Extruded Thermoplastic, Blue, (Handicap) (if & where directed)	Unit	4	\$ 150.00	\$ 600.00	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00
51	Traffic Sign (Including Break-a-way U pole)	S.F.	50	\$ 55.00	\$ 2,750.00	\$ 45.00	\$ 2,250.00	\$ 36.00	\$ 1,800.00
52	Topsailing, 5" Thick, Fertilizing & Seeding (Tall Fescue), Straw Mulch	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 21,664.50	\$ 21,664.50	\$ 1,000.00	\$ 1,000.00
53	Black Mulch	S.Y.	100	\$ 30.00	\$ 3,000.00	\$ 75.00	\$ 7,500.00	\$ 25.00	\$ 2,500.00
54	Shrubs - Rosa Hybrid (Hip of Rose)	Unit	3	\$ 250.00	\$ 750.00	\$ 72.00	\$ 216.00	\$ 48.00	\$ 144.00
55	Echinacea (Harvest Moon Cone Flower)	Unit	7	\$ 250.00	\$ 1,750.00	\$ 30.00	\$ 210.00	\$ 48.00	\$ 336.00
56	Coreopsis Grandiflora (Large-Flowered Tickseed)	Unit	7	\$ 250.00	\$ 1,750.00	\$ 30.00	\$ 210.00	\$ 48.00	\$ 336.00
57	Eomecon Chionantha (Snow Poppy Chinese)	Unit	3	\$ 350.00	\$ 1,050.00	\$ 39.00	\$ 117.00	\$ 45.00	\$ 135.00
58	Dianthus Chinensis (Dianthus)	Unit	11	\$ 350.00	\$ 3,850.00	\$ 30.00	\$ 330.00	\$ 52.00	\$ 572.00
59	Achillea Moonshine (Herbaceous)	Unit	9	\$ 350.00	\$ 3,150.00	\$ 30.00	\$ 270.00	\$ 48.00	\$ 432.00
60	Shrubs - Green Velvet Boxwood	Unit	9	\$ 350.00	\$ 3,150.00	\$ 142.50	\$ 1,282.50	\$ 60.00	\$ 540.00
61	Prayer Sidewalk (Includes all items to construct)	S.Y.	86	\$ 1,400.00	\$ 12,040.00	\$ 130.00	\$ 11,180.00	\$ 50.00	\$ 4,300.00
62	Tree Removal, 12" and Over, Including Stump Removal	Unit	8	\$ 1,000.00	\$ 8,000.00	\$ 1,175.00	\$ 9,400.00	\$ 1,000.00	\$ 8,000.00
63	Tree 2 & 1/2 Cal.	Unit	16	\$ 1,000.00	\$ 16,000.00	\$ 1,000.00	\$ 16,000.00	\$ 1,000.00	\$ 16,000.00
64	Trees Relocation as per River Edge Shade Tree Commission	Unit	16	\$ 600.00	\$ 9,600.00	\$ 1,000.00	\$ 16,000.00	\$ 1,000.00	\$ 16,000.00
65	Fuel Price Adjustment	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -
66	Asphalt Price Adjustment	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -
TOTAL BASE BID:				\$ 663,408.00	\$ 748,911.00	\$ 799,947.95			

Prepared By: COSTA ENGINEERING CORPORATION

Robert L. Costa, P.E. 

OK Available
5/8/19

BOROUGH OF RIVER EDGE MEMORANDUM

5/10/18

To: Mayor & Council

From: Alan P. Negreann, Borough Administrator/CFO

Subject: Community Center – Available Funds

Please be advised as to the current status of funding for the above Capital Improvement.

Self Insurance Fund: As of February 28, 2018. \$34,750.00 dedicated to the remediation of the American Legion Building.

Capital Fund: As of April 30, 2018. Available for Construction.

2013 Ordinance 1789 Line 250 \$100,000.00 Encumbered.

2014 Ordinance 1806 Line 300 \$150,000.00 Encumbered.

2015 Ordinance 1829 Line 300 \$150,000.00 Encumbered.

2016 Ordinance 1859 Line 350 \$100,000.00 Encumbered.

2017 Ordinance 17-12 Line 200 \$500,000.00 Encumbered.

2017 Ordinance 17-22 Line 200 \$479,000.00 Encumbered.

2017 Ordinance 17-25 Line 200 \$257,000.00 Encumbered.

2017 Ordinance 18-10, \$657,000.00 Available.

2018 Ordinance 18-11, \$20,624.00 Available upon adoption 5/29/18.

Subtotal Capital: \$2,413,624.00

	0.00	0+
DMR	15,800.67	+
APR CD	1,212.92	-
	14,587.75	0+

2017 Ordinance 18-10 HVAC/Generator Library \$360,000.00.

The following funding sources are available for Other Expenses.

Trust Other Fund: As of March 31, 2018. A dedicated by rider trust account for contributions to a Senior Citizen Community Center in the amount of ~~\$26,109.13~~⁹26. These funds are allocated presently to the tasks of the Architect and or other necessary staff disciplines/costs necessary to the plans, bid, and oversight of the project.

15,800.67 14,587.75

Capital Fund: As of April 30th.

2015 Ordinance 1829 Line 100 \$30,400.00 Encumbered for DMR.

~~2015 Ordinance 1829 Line 100 \$5,700.00 Available.~~

2016 Ordinance 1859 Line 100 \$37,300.00 Encumbered for DMR.

~~2016 Ordinance 1859 Line 100 \$3,000.00 Available.~~ BORE CONNECTOR GROUND 649TA 5/8/9

2017 Ordinance 17-12 Line 100 \$2,000.00 Available. u " " " "

2017 Ordinance 18-10, Line 100 \$39,600.00 Available u " " " "

2017 Ordinance 18-10 HVAC/Generator Library \$40,360.00. u " " " "

Total Other Expense Capital without ordinance 18-10 = \$118,000.00

112,300.00

AND \$40,360.00 for Library HVAC/Generator ORD 18-10

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0. C*

30,400.00	+	
5,700.00	+	
37,300.00	+	
3,000.00	+	118,000.00
2,000.00	+	5,700.00
39,600.00	+	112,300.00
118,000.00	G+	

0.00 G+

CONST	2,413,624.00	+
TO-DMR	14,587.75	+
OE/DMR	112,300.00	+
HVAC	40,360.00	+
	2,580,871.75	G+

BOROUGH OF RIVER EDGE
RESOLUTION #19-191

Enter Into Agreement with Robert Costa, Borough Engineer, for Professional Engineering Services
Related to the River Edge Community Center Construction Oversight

WHEREAS, there exists a need for expert professional engineering services related to the Community Center Construction Oversight; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the annual aggregate value of the service may exceed \$17,500; and

WHEREAS, the Chief Financial Officer has certified that funds are available from Account # of the Current Fund in the amount of \$30,000.00; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Robert Costa has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Costa has not made any reportable contributions to a political or candidate committee in the Borough of River Edge Governing Body in the previous one year, and that the contract will prohibit Robert Costa from making any reportable contributions through the term of the contract; and

WHEREAS, the Mayor and Council have examined resumes, biographies, work experience; and

WHEREAS, the Mayor and Council have reviewed price and other factors when considering supporting reasons for awarding this contract; and

WHEREAS, the rate of pay shall not exceed \$65.00 per hour as Borough Engineer and per hour rates as follows:

Principal Engineer.....	\$ 65.00
Principal Land Surveyor.....	\$ 75.00
Survey Field Crew.....	\$150.00
Senior Designer.....	\$ 65.00
Senior Drafter.....	\$ 55.00
Computer Drafting.....	\$ 75.00
Technical/Administrative Assistant.....	\$ 65.00
Field Inspector.....	\$ 80.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Robert Costa, Costa Engineering Corp., 325 South River Street, Suite 302, Hackensack, New Jersey 07601 in the amount not to exceed \$30,000.00; and

2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and
3. The contract is awarded without competitive bidding as "Professional Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because the service performed is by a person authorized to practice a recognized profession.
4. That a copy of the resolution be forwarded to THE RIDGEWOOD NEWS for publication.

May 13, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Davis						
Gautier						
Kaufman						
Papaleo						
Mayor Mignone						

THIS IS TO CERTIFY that this is a true and compared copy of a resolution adopted by the Municipal Council of the Borough of River Edge on _____, 2019.

Stephanie Evans, Borough Clerk

NAME OF PROJECT: Community Center - Construction Oversight

NAME OF ENGINEER SENT TO: Robert Costa, Borough Engineer

LOCATION OF PROJECT: _____

REQUEST FOR PROPOSAL SENT TO ENGINEER- _____

BOROUGH ADMINISTRATOR'S SIGNATURE: _____

HOURLY RATE: \$80.00 PER HOUR

NOT TO EXCEED \$ 30,000.00

ENGINEER'S SIGNATURE _____

DATE: May 10, 2019

Please check all that will apply to this contract.

Task I - Design Services

- A. Preparation of Plans and Specifications
- B. Technical Design Report

Task II - Bid Period Services

- A. Construction Cost Estimate
- B. Bid Review

Task III - Construction Period Service

- A. On-Site Inspection
- B. Office Engineer
- C. Stake-Out and Location
- D. Testing and Start-Up
- E. As-Built Drawings

Task IV - Miscellaneous

- Drafting &/or Map Service
- Monitor T.V. Sewer service
- Review Material Testing
- Other Capital Inspections
- Permit Applications
- Special Appearances
- Other Survey Work

OTHER (Describe): _____

BOROUGH OF RIVER EDGE
RESOLUTION #19-188

Amend Agreement with DMR Architects, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 for Architectural and Engineering Services for the River Edge Community Center

WHEREAS, there exists a need for professional architectural and engineering services for the River Edge Community Center; and

WHEREAS, the Borough of River Edge has previously awarded a contract to DMR Architects via resolution #17-145 dated April 3, 2017 in the amount of \$32,000.00; amended via resolution #18-109 on March 12, 2018 in the amount of \$70,500.00 and amended via resolution #18-242 dated July 9, 2018 in the amount of \$4,000.00; and

WHEREAS, the Governing Body previously awarded a contract to DMR Architects via resolution #18-109 dated March 12, 2018 and funds were certified for Tasks 1 and 2; and

WHEREAS, the Governing Body is authorizing DMR to move forward with Task 2, VI – Construction Drawings and Specifications in the amount of \$49,950.00; and

WHEREAS, in accordance with DMR's proposal, the Governing Body is awarding Task 3, VII- Contractor Bidding Phase & VIII – Construction Administration Phase in the amount not to exceed \$16,500.00; and

WHEREAS, additional construction oversight may be necessary based upon the hourly rates as submitted in the proposal in the amount not to exceed \$20,000.00;

WHEREAS, the Chief Financial Officer has certified that funds are available from the Trust Other Account in the amount of \$7,678.74 and Account #04-2150-55-1829-100 of the Capital Fund in the amount of \$28,821.26 for a total amount not to exceed \$36,500.00; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the annual aggregate value of the service may exceed \$17,500; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, DMR Architects has completed and submitted a Business Entity Disclosure Certification which certifies that DMR Architects has not made any reportable contributions to a political or candidate committee in the Borough of River Edge Governing Body in the previous one year, and that the contract will prohibit DMR Architects from making any reportable contributions through the term of the contract; and

WHEREAS, the Mayor and Council have examined resumes, biographies, work experience; and

WHEREAS, the Mayor and Council have reviewed price and other factors when considering supporting reasons for awarding this contract; and

WHEREAS, the rate of pay shall not exceed the following:

President and CEO	\$175.00 per hour
VP/General Counsel	\$165.00 per hour
Principal/Vice President	\$155.00 per hour
Senior Designer	\$150.00 per hour
Senior Project Manager	\$145.00 per hour
Project Manager	\$140.00 per hour
Project Architect	\$130.00 per hour
Draftsperson	\$100.00 per hour
Interior Designer	\$125.00 per hour
Clerical	\$ 75.00 per hour

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with DMR Architects, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 in the amount not to exceed \$36,500.00; and
2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and
3. The contract is awarded without competitive bidding as "Professional Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because the service performed is by a person authorized to practice a recognized profession.
4. That a copy of the resolution be forwarded to THE RIDGEWOOD NEWS for publication.

May 13, 2019

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Davis						
Gautier						
Kaufman						
Papaleo						
Mayor						
Mignone						

I hereby certify that this resolution, consisting of __ page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this _____ day of _____, 2019.

Stephanie Evans, Borough Clerk



March 20, 2017

Mayor Edward Mignone
Borough of River Edge
705 Kinderkamack Road
River Edge, N.J. 07661

Re: Architectural and Engineering Services
Proposed Community Center

Dear Mayor Mignone:

DMR Architects is pleased to submit this proposal for architectural and engineering services in connection with a proposed Community Center to be located on the site of the Borough's Library and Cultural Center on Elm Street, River Edge, N.J.

Project Understanding

The Borough desires to construct a Community Center on the site of the Public Library and Cultural Center. A conceptual site plan, floor plan and elevation has been prepared by others. This initial concept, illustrates, the existing Cultural Center and the existing American Legion Building will be demolished and a proposed +/- 5,000 sq. ft. Community Center, along with a proposed +/- 825 sq. ft. Cultural Center would be constructed on a portion of the existing library parking lot with the proposed Community Center conceptually proposed to connect to the Library.

The Borough desires that DMR Architects meet with various stakeholders, which may include; governing body, library, cultural center, parks / recreation, shade tree commission, environmental commission in order to gather meaningful input on the proposed siting / uses of the Community Center.) The previously prepared concept plans may be used as a basis for discussion. Based on the stakeholder input, DMR Architects will prepare a concept site plan and concept floor plan for presentation to the Governing Body. DMR Architects understands that the Borough also desires an assessment of the connectivity of the subject site to the community park across the street.

DMR Architects understands that the Borough Engineer will provide civil engineering, surveying and geotechnical services directly to the Borough and that DMR Architects will coordinate its efforts with the Borough Engineer. DMR Architects also understands that the Borough's construction budget for the proposed community center is approximately \$1.7 million, inclusive of site improvements.



Mayor Edward Mignone
March 20, 2017
Page Two

Proposed Scope of Services

A. Basic Services:

Based upon our meeting and discussions, the following scope of Basic Services is proposed:

I. Site Visit / Existing Conditions:

DMR Architects will visit the project site to gain a familiarity with the physical attributes of the site and the public library. Information gathering will include library construction, whether its sprinklered, utility services, etc. If plans for the library exist, DMR Architects would request copies of same. DMR Architects will assess the site connectivity to the community park across the street.

II. Programming / Concept Design Phase:

DMR Architects will meet with various stakeholders, which may include; governing body, library, cultural center, parks / recreation, shade tree commission, environmental commission in order to gather meaningful input on the proposed siting / uses of the Community Center.) The previously prepared concept plans may be used as a basis for discussion.

Based on the stakeholder input, DMR Architects will prepare a concept site plan and concept floor plan for presentation to the Governing Body, including, as may be applicable, connectivity of the subject site to the community park across the street. . Conceptual design blocking layouts will be provided for the proposed Community Center / Cultural Center. If applicable, conceptual reorganization of the public library interior bathroom and meeting room corridor area will be illustrated. The concept design will address basic functionality items such as ingress, egress, circulation, life safety, handicapped accessibility, relationship between rooms / functions. DMR anticipates (2) two meetings to present and discuss the concepts. Concept revision to be provided. This phase will be concluded upon selection of a preferred concept plan.



Mayor Edward Mignone
March 20, 2017
Page Three

DMR will prepare an order of magnitude construction cost opinion for the selected concept plan. The budget will also identify Architectural and Engineering costs for the design of the building. Other soft costs for Civil Engineering, Environmental, and Geotechnical Engineering will be identified by Borough Engineer with whom DMR Architects shall coordinate. The budget will exclude financing, legal costs, etc.

III: Schematic Design Phase Services

Based on the Project Owner's approval of the conceptual design, DMR Architects shall prepare Schematic Design Documents for the Project Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. DMR Architects shall consult with the Project Owner regarding potential environmentally responsible design considerations. The Project Owner may obtain other environmentally responsible design services as an Additional Service. DMR Architects shall submit to the Project Owner an estimate of the probable construction cost. DMR Architects shall submit the Schematic Design Documents to the Project Owner, and request the Project Owner's approval.

IV. Municipal Land Use Board

From the Project Owner approved Schematic Design Phase drawings, DMR Architects will produce a set of land use board drawings, which would include colorized floor plans and elevations. DMR Architects will appear before the Planning Board for a courtesy review presentation.

V. Design Development Phase

Based on the Project Owner's approval of the Schematic Design Documents, and on the Project Owner's authorization of any adjustments in the Project requirements and the budget for the probable construction cost estimate or comments from the Planning Board, DMR Architects shall prepare Design Development Documents for the Project Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and



Mayor Edward Mignone

March 20, 2017

Page Four

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. DMR Architects shall update the estimate of the probable construction cost. DMR Architects shall submit the Design Development Documents to the Project Owner, advise the Project Owner of any adjustments to the estimate of the probable construction cost and request the Project Owner's approval.

VI Construction Document Phase Services

Based on the Project Owner's approval of the Design Development Documents, and on the Project Owner's authorization of any adjustments in the Project requirements and the budget for probable construction cost estimate, DMR Architects shall prepare Construction Documents for the Project Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the probable construction cost estimate. The Project Owner and DMR Architects acknowledge that in order to construct the Project, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Project Architect shall review. DMR Architects shall update the estimate for the probable construction cost estimate. DMR Architects shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the probable construction cost estimate and obtain the Project Owner's approval.

VII Competitive Bidding Phase

Bidding Documents shall consist of bidding requirements and proposed Contract Documents. DMR Architects shall assist the Project Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders and maintaining a log of distribution;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and



Mayor Edward Mignone

March 20, 2017

Page Five

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Project Owner.

VIII Construction Administrative Phase Services

DMR Architects shall advise and consult with the Project Owner during the Construction Phase Services. DMR Architects shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, nor shall DMR Architects be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

DMR Architects responsibility to provide Construction Phase services commences with the execution of Contract for Construction (not a Notice to Proceed) being fully executed by the Project Owner and the Contractor, and terminates thirty days after the issuance of temporary certificate of occupancy by the local building official / substantial completion.

DMR Architects shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits DMR Architects shall keep the Project Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Project Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

DMR Architects shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Project Owner, based on DMR Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of DMR Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.



Mayor Edward Mignone

March 20, 2017

Page Six

DMR Architects shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. DMR Architects' review and approve or other appropriate action taken upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

DMR Architects shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. DMR Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, DMR Architects shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

DMR Architects shall conduct observations to determine the date or dates of Substantial Completion and issue a Certificate of Substantial Completion. When the Work is found to be substantially complete, DMR Architects will perform a site visit and develop a punch list. DMR Architects shall inform the Project Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Project Close-Out Sub-Phase Services commences with the date of Substantial Completion and runs for a total of thirty (30) days. During this time, DMR Architects shall use good faith to have the Contractor close-out the Project. DMR Architects shall forward to the Project Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) any other documentation required of the Contractor under the Contract Documents; (4) written warranties and related documents required by the Contract Documents.

DMR Architects will conduct one follow-up site visit to review the completed punch-list items to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted by the Contractor of Work to be completed or corrected.



Mayor Edward Mignone
 March 20, 2017
 Page Seven

In the event that the Contractor has not fully closed out the project within thirty days of the date of Substantial Completion, DMR Architects' on-going effort will be as an Additional Service.

Engineering Basic Services

Structural, mechanical, electrical, plumbing and fire protection engineering design services are included as part of the schematic, design development, construction document and construction administration phases as set forth hereinabove.

B. Basic Service Fee Compensation:

Professional Service Fees for Basic Services (Architectural, Structural Engineering, Mechanical, Electrical, Plumbing, and Fire Protection Engineering), described above, are provided hereinafter. The typical architectural / engineering phased services have been grouped into Tasks, for the benefit of the Borough.

<u>PHASE</u>	<u>BASIC SERVICES FEE</u>
<u>Task 1</u>	
I. Site Visit / Existing Conditions	\$ 2,000.00
II. Programming / Concept Phase	\$ 15,000.00
III. Schematic Design Phase	<u>\$15,000.00</u>
Task 1 Sub-Total	\$32,000.00
 <u>Task 2</u>	
IV. Municipal Land Use Board Submission	\$ 850.00
V. Design Development Phase	\$19,700.00
VI. Construction Drawing / Specification Phase	<u>\$49,950.00</u>
Task 2 Sub-Total	\$70,500.00
 <u>Task 3</u>	
VII. Contractor Bidding Phase	\$ 4,500.00
VIII. Construction Administration Phase	<u>\$12,000.00</u>
Task 3 Sub Total	\$16,500.00
TOTAL BASIC SERVICES FEE:	\$119,000.00



Mayor Edward Mignone
March 20, 2017
Page Eight

This Professional Service Fee is based on an estimated construction cost budget (inclusive of site work) of approximately \$1.7 million. In the event that the program / project scope significantly changes, which alters the construction cost, DMR Architects reserves its right to amend the basic service fee. Any fee increase would be at 7% of the total construction cost for the project.

The Borough may authorize individual Tasks and / or Phases, on a progressive basis, if it desires.

DMR will invoice the Project Owner on a monthly basis. Fees will be based on percentage of work performed. Payment is due within 10 days following the Council Meeting at which DMR's invoice is approved, which will be presumed to be presented to the Council at the next meeting following receipt of the said invoice, provided such receipt is at least 10 days prior..

C. Compensation for Reimbursable Expenses

In Addition to Compensation for Basic and Additional Services, reimbursable expenses made by the Architect in the interest of the Project will be billed as follows:

- Renderings and models requested by the Project Owner.
- Expense of transportation at the prevailing Federal Reimbursed rates.
- Expense of overtime work, if authorized by the Project Owner.
- Application fee paid to authorities having jurisdiction over the Project, if agreed to be fronted by DMR.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Project Owner.
- Faxes, postage, express mail, messenger services plotting, printing and reproduction.

D. Additional Services:

Additional Services are professional services not expressly set forth in the Basic Services, to be performed by DMR Architects or a consultant to DMR Architects, and also include those services that are excluded / limited as set forth in the Basic Services. Additional Services may be provided if authorized by the Project Owner and agreed to by DMR Architects. Additional Services will be billed on an hourly basis or on a mutually agreeable fixed fee.

- Programming
- Civil, Traffic, Geo-Technical, Environmental Engineering
- Boundary or Topographic Survey
- Existing Conditions Building Survey / Drawings



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- Specialty services such as specialized lighting, acoustics.
- Services and documentation required to seek approvals of agencies other than the local building department
- Attendance at meetings seeking agency approvals beyond those provided as Basic Service
- Landscape Architect
- Models / Renderings
- Hazardous Materials Assessment, Investigation, Remediation.
- Phase I, II, III Environmental Site Assessments
- Demolition Plans
- Modifications to plans or specifications subsequent to same having been approved by the Project Owner or an approving agency.
- Providing services required because of significant changes in the Project, including, but not limited to, size, quality, complexity, the Project Owner's schedule, or the method of bidding or negotiating and contracting for construction.
- On-Site Project Representation / Construction management
- As-designed Construction Documents
- As-designed Record Drawings
- Post Occupancy Evaluation
- LEED or Sustainability Design or Certification.
- Project Close-Out Services if beyond thirty days from Substantial Completion (i.e., issuance of temporary certificate of occupancy) for Contractor / Project Close-out.
- Job safety, means or methods of construction.
- Re-design / support services in connection with unforeseen conditions.
- Information Technology
- Revisions resulting from ordinance, code, statute, regulation, or policy guidance revisions / enactments subsequent to the issuance of the Architect's work product for each phase.
- Re-Work / revisions of the work product arising from program changes and / or project budget increases or decreases.
- Advise, consulting and / or new design work arising from the contractor not building the Project in accordance with the Construction Documents.
- Exhaustive or continuous on-site inspections / observations to check the quality or quantity of the construction work.



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- Providing services / assistance in arranging for testing or assessments during the construction work, or in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation to supplement any and all assistance with respect to such matters furnished by contractors, subcontractors or suppliers.

<u>DMR Architects Personnel/ Title</u>	<u>Hourly Rates</u>
President and CEO	\$175
VP/General Counsel	\$165
Principal/Vice President	\$155
Senior Designer	\$150
Sr. Project Manager	\$145
Project Manager	\$140
Project Architect	\$130
Draftsperson	\$100
Interior Designer	\$125
Clerical	\$ 75

E. Construction Cost / Project Owner Budget

DMR Architects cannot and do not warrant any estimated pricing or probable construction cost information developed for the Project. Any review and/or evaluation by the DMR Architects of cost data and budget estimates made by others shall not be interpreted as DMR Architects' approval and/or ramification of such cost, budgets or estimates.

F. General Terms

- DMR Architects and their consultants will be paid for actual services performed under this contract in the event of cancellation.
- Payments for professional fees and expenses are to be made in proportion to services provided for each phase on a monthly basis. Payments to DMR will be due at time services are performed. Unpaid balances more than 30 days will be presumed to have interest calculated at the prevailing prime rate.



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- Payment is a direct obligation and is not contingent upon any other schedule or other contracts or financial arrangements. Payment of invoices is not subject to unilateral discounting or set off by the Project Owner and payment for actual services rendered is due despite suspension or termination.
- If the Project Owner fails to make payment when due or otherwise is in breach of this proposal, DMR Architects may suspend performance of services at any time after providing notice to the Project Owner. DMR Architects shall have no liabilities whatsoever to the Project Owner for any costs or damages as a result of such suspension caused by any breach of this Proposal by the Project Owner.

G. Ownership and Reuse of Work Product / Photographs / Artistic Representations

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by DMR Architects or its consultants pursuant to this Agreement ("Documents") are and remain the property of DMR Architects as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Project Owner or others on extensions of this project or on any other project. Any reuse of the Documents without the written approval by DMR Architects will be at the Project Owner's sole risk and without liability or legal exposure to DMR Architects. The Project Owner shall indemnify, defend and hold harmless DMR Architects from and against any claims, damages or losses including attorney's fees and costs, arising out of or resulting from the unauthorized reuse and / or unauthorized changes to the Documents.

DMR Architects shall have the right to include photographic or artistic representations of the constructed project as related to the design of the Project among DMR Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project in order to obtain such representations. The Project Owner shall provide professional credit to DMR Architects in the Project Owner's promotional materials for the Project.

H. Agreement / Acceptance

The execution of this proposal by authorized representative of the Borough will bind same to the terms and conditions of this proposal and upon being fully executed, will allow DMR Architects to commence its services. The individual executing below



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represents and warrants that they are authorized to bind the Project Owner to the terms and conditions of this proposal. An authorizing resolution shall reference this proposal.

J. Summary

DMR Architects appreciates the opportunity to be considered and serve the Borough. Attached, please find a portfolio of select projects. Should you require any additional information or qualifications, kindly advise.

Very Truly Yours

CHARLES H. SARLO
Vice President and General Counsel

APPROVED AND ACCEPTD:

Architect: DMR Architects

Client: Borough of River Edge

Signature: _____
Name/Title: Lloyd Rosenberg, AIA
President and CEO

Signature: _____
Name / Title: _____

Date: _____

Date: _____